



welcome!

A teal-colored curved line resembling a smile, positioned below the word "welcome!"

Thank you for becoming a member of the Suffolk family!

Here at your credit union, we're about more than just banking, we're about people helping people.

No two individuals are exactly alike and neither are their financial needs. That's why we offer a full range of banking products and services to fit your lifestyle and goals. Whether it's the purchase of a new home or car, saving for education or the opportunity to expand your business, our Suffolk Personal Bankers will get to know you so we can help **empower your possible!**

At Suffolk Credit Union, we are committed to creating **real value** for our members based on **ease of use** and **respect**. We'll work hard to help you keep more of your money while consistently providing the personal attention and service you deserve.

Please do not hesitate to contact our team with any questions by calling **631.924.8000**, visiting our website at **suffolkcu.org**, secure messaging through **online banking** or by visiting the **branch nearest you**.

Thank you again for your membership.

Sincerely,

Michele Dean

Michele Dean
President & CEO

empowering your possible.



3681 Horseblock Rd, PO Box 9005, Medford, NY 11763
631.924.8000 www.suffolkfcu.org

BUSINESS MEMBERSHIP AND ACCOUNT AGREEMENT

This Business Membership and Account Agreement ("Agreement") covers the rights and responsibilities concerning accounts held by a business or organization account owner ("Account Owner") and the credit union providing this agreement ("Credit Union"). In this Agreement, the words "you," "your" and "yours" mean the Account Owner as well as each person signing a Business Account Card or other account opening document ("Account Card") or for which membership and/or service requests are otherwise approved. The words "we," "us," and "our" mean the Credit Union. The word "account" means any one or more share or deposit accounts you have with the Credit Union.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR 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, address, date of birth, if applicable, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

1. CONTRACT - Your account with the Credit Union is held individually in the name of the Account Owner. By signing an Account Card or authenticating your request, or by adding, changing or continuing to use your accounts and services, you agree to the terms and conditions in this Agreement, the Account Card, any Funds Availability Policy Disclosure, rate sheet, fee schedule, Account Receipt or other disclosure we provide to you, the Credit Union Bylaws or Code of Regulations (Bylaws), Credit Union policies, and any amendments we make to these documents from time to time, all of which collectively govern your membership, accounts and services. You also agree that your accounts and services are governed by applicable present and future federal and state laws, local banking customs and clearinghouse rules.

2. MEMBERSHIP ELIGIBILITY - To join the Credit Union, the Account Owner must meet the membership requirements including as applicable, purchasing and maintaining a minimum share balance (hereinafter membership share) and/or paying a membership fee, as set forth in the Credit Union's Bylaws or established from time to time by the Credit Union's Board of Directors. You authorize us to check your account, credit and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts, products and services you request and for other accounts, products, or services we may offer you or for which you may qualify.

3. ACCOUNT ACCESS

a. Authorized Persons. The following are deemed Authorized Persons who may establish accounts at the Credit Union and act on behalf of the Account Owner with respect to such accounts:

- If the Account Owner is a sole proprietorship, the business owner and any person designated by the business owner;
- If the Account Owner is a partnership, each partner (or, for a limited partnership, the general partner or those partners as otherwise established by the partnership agreement) and any person designated by the partners; or
- If the Account Owner has any other form of organization or is an unincorporated organization or association, the individuals vested with the power to make decisions concerning the operation of the Account Owner must designate the persons authorized to establish accounts at the Credit Union and transact business on such accounts on behalf of the Account Owner.

b. Authority. Authorized Persons are vested with authority to open and close accounts on behalf of the Account Owner and transact business of any nature on such accounts, including but not limited to the following:

- Depositing, withdrawing and transferring funds into, out of and between one or more accounts;
- Signing checks, drafts and other orders for payment or withdrawal;
- Issuing instructions regarding orders for payment or withdrawal;
- Endorsing any check, draft, certificate, share certificate and any other instrument or order for payment owned or held by the Account Owner; and
- Receiving information of any nature about the account.

We have no obligation to inquire as to the use of any funds or the purpose of any transaction made on your account by an Authorized Person and are not responsible for any transaction by an Authorized Person.

We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. It is your responsibility to provide us with specimen signatures of all Authorized Persons and to inform us immediately in writing of any changes. If you have authorized the use of a facsimile signature of any Authorized Person, we may honor any document that appears to bear the facsimile signature.

c. Access Options. You may access your account in any manner we permit including, for example, in person at one of our branch offices, at an ATM or point-of-sale device, or by mail, telephone, automatic transfer, internet access, or mobile application. Authorized Persons may execute additional agreements and documents we require to access, transact business on and otherwise exercise authority over your account. We may return as unpaid any check or draft drawn on a form we do not provide. Any losses, expenses or fees we incur as a result of handling such a check or draft will be charged to your account.

d. Credit Union Examination. We may disregard information on any check or draft, other than the signature of the drawer, the amount of the item and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

4. DEPOSIT OF FUNDS REQUIREMENTS - Funds may be deposited to your accounts in any manner approved by the Credit Union and in accordance with any requirements set forth on our business account rate sheet and fee schedule. We have the right to refuse any deposit, limit the amount that may be offered for deposit, and return all or any part of a deposit. Deposits made by mail, at night depositories or other unstaffed facilities are not our responsibility until we receive them.

a. Endorsements. We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to or to the order of the Account Owner, even if they are not endorsed. If an insurance, government, or other check or draft requires an endorsement, we may require that it be endorsed as set forth on the item. We may but are not required to accept, whether for cash or other value, checks, drafts, or items made payable to the Account Owner, provided such items are endorsed with an original or facsimile signature of an Authorized Person. Endorsements must be made on the back of the check or draft within 1½ inches from the top edge, although we may accept endorsements outside this space. However, any loss we incur due to a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility. If we offer a remote deposit capture service and you have been approved to use the service to make deposits to your account, you agree that, prior to transmitting check or draft images, you will restrictively endorse each original check or draft in accordance with any other agreement with us that governs this service. **For accounts held at credit unions located in New York:** If a check, draft, or item that is payable to two (2) or more persons is ambiguous as to whether it is payable to either or both, we will process the check, draft, or item as though it is payable to all such persons. **For accounts held at credit unions located in states other than New York:** If a check, draft or other item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person.

b. Collection of Items. We act only as your agent, and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the loss of an item in transit or the negligence of any correspondent. Each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payor financial institution extra time beyond any midnight deadline limits.

c. Restrictive Legends. Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required," "void after 60 days," and "not valid over \$500.00." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restriction or limitation.

d. Final Payment. All items and Automated Clearinghouse (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items and impose a return item fee on your account. Any collection fees we incur may also be charged to your account. We reserve the right to refuse or return any item or funds transfer.

e. Direct Deposits. We may offer direct deposit services, including preauthorized deposits (e.g. payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits by completing a separate authorization document. You must notify us if you wish to cancel or change a direct deposit or preauthorized transfer. Any cancellation or change will become effective once we receive notice from you and have a reasonable period of time to act on your request. If we are required to reimburse a government agency for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law. 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.

f. Crediting of Deposits. Deposits will be credited to your account on the day we consider them received as stated in our Funds Availability Policy Disclosure.

5. FUNDS TRANSFERS - Funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code, including Automated Clearinghouse (ACH) credit transactions and wire transfers, will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located, except as otherwise provided in this Agreement. ACH transfers are subject to rules of the National Automated Clearinghouse Association (NACHA). If we execute requests for funds transfers by Fedwire, such transfers are subject to the Federal Reserve Board's Regulation J.

a. Authorization for Transfers/Debiting of Accounts. Any Authorized Person is authorized to make or order funds transfers to or from your account. We will debit your account for the amount of a funds transfer and will charge your account for any fees related to the transfer.

b. Right to Refuse to Make Transfers/Limitation of Liability. Unless we agree otherwise in writing, we reserve the right to refuse to execute any payment order to transfer funds to or from your account. We are not obligated to execute any payment order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control, including mechanical, electronic or equipment failure. In addition, we will not be liable for consequential, special, punitive or indirect loss or damage you may incur in connection with funds transfers to or from your account.

c. No Notice Required. We will not provide you with notice when funds transfers are credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received.

d. Interest Payments. If we fail to properly execute a payment order and such action results in a delay in payment to you, applicable law requires that we pay you interest for the period of delay. Based on your account type, we will pay you such interest in the form of dividend or interest payments, whichever applies. You agree that the dividend or interest rate paid to you will be based on the lowest nominal dividend or interest rate we were paying on any account during that period.

e. Provisional Credit for ACH Transactions. We may provisionally credit your account for an ACH transfer before we receive final settlement. If we do not receive final settlement, we may reverse the provisional credit or require you to refund us the amount provisionally credited to your account, and the party originating the transfer will not be considered to have paid you.

f. Payment Order Processing and Cut-off Times. Payment orders we accept will be executed within a reasonable time of receipt. Unless we have agreed otherwise in writing, a payment order may not necessarily be executed on the date it is received or on a particular date you specify. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments. Funds transfers, payment orders, cancellations, and amendments received after a cut-off time may be treated as having been received on the next funds transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to temporarily suspend processing of a transaction for greater scrutiny of verification in accordance with applicable law. This action may affect settlement or availability of the transaction.

g. Identifying Information. If your payment order identifies the recipient and any financial institution by name and account or other identifying number, the Credit Union and any other financial institutions facilitating the transfer may rely strictly on the account or other identifying number, even if the number identifies a different person or financial institution.

h. Amendments and Cancellations of Payment Orders. Any Authorized Person may amend or cancel a payment order regardless of whether that person initiated the order. We may refuse requests to amend or cancel a payment order that we believe will expose the Credit Union 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 us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order.

i. Security Procedures. We may require you to follow a security procedure to execute, amend or cancel a payment order so that we may verify the authenticity of the order, amendment or cancellation. You agree that the security procedure established by separate agreement between you and the Credit Union is commercially reasonable. If you refuse to follow a commercially reasonable security procedure that we offer, you agree to be bound by any payment order, whether authorized or not, that is issued in your name and accepted by us in good faith in accordance with the security procedure you choose.

j. Duty to Report Unauthorized or Erroneous Funds Transfers. You must exercise ordinary care to identify and report unauthorized or erroneous funds transfers on your account. You agree that you will review your account(s) and

periodic statement(s). You further agree you will notify us of any unauthorized or erroneous transfers within the time frames described in the "Statements" section of this Agreement.

k. Recording Telephone Requests. You agree that we may record payment order, amendment and cancellation requests as permitted by applicable law.

6. ACCOUNT RATES AND FEES - We pay account earnings and assess fees against your account as set forth in our business account rate sheet and fee schedule. We may change our business account rate sheet and fee schedule at any time and will notify you as required by law.

7. TRANSACTION LIMITATIONS - We reserve the right to restrict withdrawals or transfers from your account and shall not be liable for any restrictive action we take regarding withdrawals, transfers, or the payment or non-payment of checks and drafts, except those damages which may arise solely as a result of the Credit Union's negligence.

a. Withdrawal Restrictions. We permit withdrawals if your account has a sufficient available balance to cover the full amount of the withdrawal, and may otherwise honor withdrawal requests in accordance with our overdraft policies or any overdraft protection service you have established with us. Checks and drafts or other transfers or payment orders which are drawn against insufficient available funds may be subject to a fee as set forth in our business account fee schedule. If there are sufficient available funds to cover some, but not all, of your withdrawal request, we may otherwise allow you to make a withdrawal in an amount for which there are sufficient available funds.

We may limit or refuse a withdrawal in some situations, and will advise you accordingly if, for example: (1) there is a dispute between Authorized Persons (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; (5) you fail to repay a Credit Union loan on time; (6) for non-corporate accounts, a depositor is deceased; or, for corporate accounts, the corporation is in bankruptcy proceedings or has been dissolved and the required disposition of the account has not been made; (7) someone with authority to do so requests us not to permit the withdrawal; or (8) there are other circumstances which do not permit us to make the withdrawal. We also reserve the right to refuse any withdrawal which is attempted by any method not specifically permitted by us. We may require you to give written notice of 7 to 60 days before any intended withdrawals.

b. Transfer Limitations. For accounts subject to transfer limitations, you may not make more than six withdrawals and transfers to another Credit Union account of yours or to a third party during any month by means of a preauthorized, automatic or internet transfer, by telephonic order or instruction, or by check, draft, debit card, if applicable, or similar order. A preauthorized transfer includes any arrangement with us to pay a third party from your account upon oral or written orders, including orders received via ACH. When a transfer exceeds these limitations, we may refuse or reverse it, assess fees against your account, suspend your account, or close your account and transfer the balance to an account without such transfer limitations. There is no limit on the number of transfers you may make to a Credit Union loan account or on the number of withdrawals you may make if the withdrawal is made in person, by mail, messenger or at an ATM. There is also no limit on the number of telephone requests for withdrawals in the form of a check or draft which is then mailed directly to you, although we may impose a fee for such services.

8. CERTIFICATE ACCOUNTS - Any term share, share certificate, time deposit or certificate of deposit account, whichever we offer as allowed by applicable federal or state law, is subject to the terms of this Agreement, our business account rate sheet and fee schedule, Account Receipt(s), if provided, and any other documents we provide for the account, the terms of which are incorporated herein by reference. **For accounts held at state chartered credit unions located in Wisconsin:** Credit Union liability for dividends declared by the board of directors on term share, share certificate and passbook savings accounts shall terminate without penalty to the Credit Union upon the Credit Union entering an involuntary dissolution procedure, or if the Director of Credit Unions shall take possession of the Credit Union under s.186.235(11) of the Wisconsin Statutes. Upon dissolution, the Director shall determine the priority of payout of the various classifications of savings (Wis. Admin. Code DFI-CU 60.06).

9. OVERDRAFTS AND DISHONORED ITEMS

a. Insufficient Funds/Overdrafts. If, on any day, the available balance in your account is not sufficient to pay the full amount of a check, draft, transaction or other item that is presented for payment from the account, we may return the item or pay it in accordance with our overdraft policies or any overdraft service you have established with us. We are not required to pay any item that exceeds the available balance in your account. Items drawn on your account may be paid in any order we choose. The available balance for your account is determined according to our funds availability policy and may reflect pending transactions you have authorized but have not yet posted to your account. We may determine whether the available balance in your account is sufficient to pay an item at any time between presentation of the item and our midnight deadline, with only one review of the account required. We are not required to notify you if your account does not have sufficient available funds to pay the item. Your account may be subject to a fee as disclosed in our business account fee schedule for each item presented against an insufficient available balance, regardless of whether we return or pay the item. We may charge a fee each time an item is submitted or

resubmitted for payment; therefore, you may be assessed more than one fee as a result of a returned item and resubmission(s) of the returned item.

If you have established an overdraft service with us that links your share or deposit account with other Credit Union accounts of yours, you authorize us to transfer funds from those accounts to cover the amount of any items that exceed the available balance in your account as well as the amount of any fee assessed for the transfer. Such transfers may be made from another share or deposit account, an overdraft line-of-credit account, or other account you so designate. If we, at our discretion and as a courtesy to you, honor items that exceed the available balance in your account, the account will be overdrawn and you agree to repay the overdrawn amount, plus any fee assessed by us, in accordance with the requirements established in any other agreement with us that governs this overdraft protection service. By exercising our discretionary right to honor such items, we do not agree to honor them in the future.

b. **Dishonored Items.** We may redeposit an item taken for deposit, cash or other value, or we may return the item to you and charge your account. If your account does not contain a sufficient available balance to reimburse us for the amount of the item, you must repay us for the amount we are unable to collect from your account. If we choose to redeposit an item, we are not required to notify you that the item was returned unpaid. We may charge your account and/or seek recovery directly from you for any item that is returned due to your breach of warranty under the Uniform Commercial Code as adopted in the state where our main office is located.

c. **Understanding Your Account Balance.** Your checking account has two kinds of balances: the actual balance and the available balance. Your actual balance reflects the full amount of all deposits to your account as well as payment transactions that have been posted to your account. It does not reflect checks you have written and are still outstanding or transactions that have been authorized but are still pending. Your available balance is the amount of money in your account that is available for you to use. Your available balance is your actual balance less: (1) holds placed on deposits; (2) holds on debit card or other transactions that have been authorized but are not yet posted; and (3) any other holds, such as holds related to pledges of account funds and minimum balance requirements or to comply with court orders. We use your available balance to determine whether there are sufficient funds in your account to pay items, including checks and drafts, as well as ACH, debit card and other electronic transactions. Pending transactions and holds placed on your account may reduce your available balance and may cause your account to become overdrawn regardless of your actual balance. In such cases, subsequent posting of the pending transactions may further overdraw your account and be subject to additional fees. You should assume that any item which would overdraw your account based on your available balance may create an overdraft. You may check your available balance online at www.suffolkfcu.org, at an ATM, or by visiting a credit union branch.

10. CHECKS OR DRAFTS PRESENTED FOR PAYMENT IN PERSON - We may refuse to accept any check or draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the check or draft, and we shall have no liability for refusing payment. If we agree to cash a check or draft that is presented for payment in person, we may require the presenter to pay a fee. Any applicable fees for cashing checks or drafts are stated in our business account fee schedule.

11. POSTDATED AND STALEDATED CHECKS OR DRAFTS - You agree not to draw or issue any check or draft that is postdated. If you draw or issue a check or draft that is payable on a future date, we will have no liability if we pay the check or draft before its payment date. You agree not to deposit checks, drafts, or other items before they are properly payable. We are under no obligation to pay a check or draft drawn on your account that is presented more than six months after the date it was written; however, if the check or draft is paid against your account, we will have no liability for such payment.

12. FOREIGN CURRENCY - All checks or drafts drawn on your account shall be payable in currency of the United States. You agree not to draw a check or draft that is payable in any foreign currency. If you give us an order to pay a check or draft in a foreign currency, we have the right to return the check or draft unpaid. However, if we pay the check or draft, we will not be responsible for the currency conversion or any fees assessed for collection, and you will be bound by our determination of the currency conversion rate, the data used and the manner in which we make the conversion.

13. STOP PAYMENT ORDERS

a. **Stop Payment Order Request.** Any Authorized Person may request a stop payment order on any check or draft drawn on your account. To be binding, the order must accurately describe the check or draft, including the exact account number, check or draft number, and amount of the check or draft. This exact information is necessary for the Credit Union to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holders of the check or draft, and to assist us in any legal action.

For accounts held at credit unions located in the state of New York: Payment on any certified check, cashier's check, teller's check, or any other check, draft, 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. **For accounts held at credit unions located in states other than New York:** You may not stop payment on any certified check, cashier's check, teller's check or any other check, draft or payment guaranteed by us.

b. Duration of Order. You may make an oral stop payment order which will lapse within 14 calendar days unless you confirm it in writing, or in a record if allowed by applicable law, within that time. A written stop payment order is effective for six months and may be renewed from time to time in writing, or in a record if allowed by applicable law. We do not have to notify you when a stop payment order expires. **For accounts held at credit unions located in the states of Florida and Texas:** We have the right to refuse to accept oral stop payment orders and may require that all stop payment orders be made in writing or in a record as allowed by applicable law.

c. Liability. Fees for stop payment orders are set forth on our business account fee schedule. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You have the burden of establishing the fact and amount of loss resulting from the payment of an item contrary to a binding stop payment order. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney's fees and all damages or claims related to our refusal to pay an item, as well as claims of the Account Owner or of any payee or endorsee for failing to stop payment of an item as a result of incorrect information provided by you.

14. CREDIT UNION LIABILITY - If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law or elsewhere in this Agreement. We will not be liable if, for example: (1) your account contains an insufficient available balance for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution's negligence; or (4) your account funds are subject to legal process or other claim. We are not liable if checks, drafts or other items were forged or altered so that the forgery or alteration could not be reasonably detected. We will not be liable for consequential damages, except liability for wrongful dishonor. We are not responsible for a check or draft that is paid by us if we acted in a commercially reasonable manner and exercised ordinary care. We exercise ordinary care if our actions or nonactions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form of the account and the terms of this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

15. UNAUTHORIZED USE OF CHECK OR DRAFT WRITING AND FACSIMILE SIGNATURE EQUIPMENT - You are responsible for maintaining the security of all facsimile signatures, check or draft writing equipment and supplies. You must promptly notify us in writing of the loss or theft of any checks or drafts or the unauthorized use of facsimile signature equipment, as well as the circumstances surrounding the loss, theft or unauthorized use. We are not liable for any unauthorized use of a facsimile signature.

16. PLEDGE, RIGHT OF OFFSET AND STATUTORY LIEN - 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(s) 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. You agree we have the right to offset funds in any of your accounts against any obligation owed to us. Federal or state law, depending on whether we have a federal or state charter, gives us a lien on all shares and dividends and all deposits and interest, if any, in the account(s) you have with us now and in the future. Except as limited by state or federal law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

Your pledge and our statutory lien rights will allow us to apply the funds in your account(s) to what you owe when you are in default, except as limited by state or federal law. If we do not apply or offset 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 or offset 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 or offset funds in your account(s) to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

17. TRANSFER OF ACCOUNT - All accounts are nonassignable and nontransferable to third parties except by us.

18. LEGAL PROCESS - If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved, as permitted by law. Any expenses or attorney's fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

19. ACCOUNT INFORMATION - Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure is made to comply with the law or an order issued by a court or government agency; (4) you give us written permission; or (5) as otherwise permitted by applicable law. We may provide information to credit bureaus about an insolvency, delinquency, late payment or default on your account to include in your credit report.

20. NOTICES

a. Name or Address Changes. You are responsible for promptly notifying us of any 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 us. If we attempt to locate you, we may impose a service fee as set forth on our business account fee schedule.

b. Notice of Amendments. Except as prohibited by applicable law, we may at any time change the terms of this Agreement. We will notify you, in a manner we deem appropriate under the circumstances, of any changes in terms, rates, or fees as required by law.

c. Effect of Notice. Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is provided electronically or is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address, and will be effective whether or not received by you.

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

21. TAXPAYER IDENTIFICATION NUMBER AND BACKUP WITHHOLDING - You agree that we may withhold taxes from any dividends or interest earned on your account as required by federal, state or local law or regulations. 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 a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN within a reasonable time, we will close your account and return the balance to you, less any applicable service fees.

22. STATEMENTS

a. Contents. If we provide a periodic statement for your account, you will receive a statement that shows the transactions and activity on your account during the statement period. For share draft or checking accounts, you understand and agree that your original check or draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are mailed to you or, if you have requested, on the date they are made available to you electronically. You also understand and agree that checks, drafts or copies thereof are made available to you on the date the statement is mailed to you or is provided to you electronically, even if the checks or drafts do not accompany the statement.

b. Examination. You are responsible for promptly examining each statement upon receiving it and reporting any irregularities to us. If you fail to report to us, within a reasonable time after receiving your statement, any irregularities, such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies that are reflected on your statement we will not be responsible for your loss. In addition, we will not be responsible for any such items, payments, transactions, or other discrepancies reflected on your statement if you fail to notify us within 33 days of the date we sent or otherwise provided the statement to you. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of facsimile signature equipment.

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

If timely notice is given, we reserve the right to make a final reasonable determination regarding whether and in what amount any adjustment shall be made. If you fail to receive a periodic statement, you agree to notify us within 14 days of the time you regularly receive a statement.

d. Address. If we mail you a statement, we will send it to the last known address shown in our records. If you have requested that we send your statement electronically, we will send it to the last e-mail address shown in our records.

23. INACTIVE ACCOUNTS - As allowed by applicable law, we may classify your account as inactive or dormant and assess a fee if you have not made any transactions in your account over a specified period of time. The period of inactivity, the fee for servicing an inactive or dormant account, and the minimum balance required to avoid the service fee, if any, are set forth in our business account fee schedule. 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 all funds in an inactive or dormant account to an account payable or reserve account 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 then 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. If you choose to reclaim such funds, you must apply to the appropriate state agency.

24. TERMINATION OF ACCOUNT - We may terminate your account at any time without prior notice to you or may require you to close your account and apply for a new account. We are not responsible for payment of any check, draft, transfer or item after your account is terminated; however, if we pay a check, draft, transfer or other item after termination, you agree to reimburse us for the amount of our payment as well as any applicable fees.

You may terminate this Agreement by closing all of your accounts. If your account is a dividend or interest-bearing account, any deposit or part of a deposit that we have returned or attempted to return to you upon termination of your account will no longer bear dividends or interest, as applicable. When the account is closed, you will receive the balance remaining in the account after we have made all appropriate deductions and charges. The termination of this Agreement and the account does not release you from the obligation for payment of accrued fees or your liability for any checks or drafts in process.

25. TERMINATION OF MEMBERSHIP; LIMITATION OF SERVICES - You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all of your accounts. You may be expelled from membership for any reason allowed by applicable law. We may restrict account access and services without notice to you when your account is being misused; you have demonstrated conduct which is abusive in nature; as outlined in any policy we have adopted regarding restricting services; or as otherwise permitted by law.

26. DEATH OF ACCOUNT OWNER - If an account is held in the name of an individual person or a business that is organized as a sole proprietorship, we may continue to honor all transfer orders, withdrawals, deposits and other transactions on the account until we are notified of the Account Owner's death. Once we are notified of an Account Owner's death, we may pay checks or drafts or honor other payments or transfer orders authorized by the Account Owner for a period of ten days after the Account Owner's death unless we receive instructions from any person claiming an interest in the account to stop payment on the checks, drafts or other items. We may require anyone claiming a deceased Account Owner's account funds to indemnify us for any losses resulting from our honoring that claim. This Agreement will be binding upon any heirs or legal representatives of any Account Owner that is an individual or business organized as a sole proprietorship.

27. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES - You agree that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

28. WAIVER OF RIGHTS - We reserve the right to waive or delay the enforcement of any provision of this Agreement with respect to any transaction or series of transactions. A waiver or delay of our rights at anytime shall not be deemed to be a waiver of any other rights or a waiver of the same rights at a future time.

29. SEVERABILITY - If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of this Agreement.

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

31. GOVERNING LAW - This Agreement is governed by the following, as amended from time to time: the Credit Union's bylaws; local clearinghouse and other payment system rules; federal laws and regulations, including applicable principles of contract law; and the laws and regulations of the state of New York.

32. WAIVER OF TRIAL BY JURY AND AGREEMENT AS TO LOCATION OF LEGAL PROCEEDINGS - As permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county of the Credit Union office where you opened your account. You and we agree to waive any right to trial by jury in any legal proceeding or lawsuit involving the account.

33. NEGATIVE INFORMATION NOTICE - We may report information about your loan and deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

34. MONITORING AND RECORDING COMMUNICATIONS - We may monitor and record communications between you and us, including telephone conversations, electronic messages, electronic records, or other data transmissions that affect your accounts or other products and services. Except as otherwise provided by applicable law, you agree we may monitor and record such communications without your approval or further notice to you.

35. CONSENT TO CONTACT - By signing or otherwise authenticating the Business Account Card, the Authorized Person(s) agree(s) we and/or our third-party providers, including debt collectors, may contact the Authorized Person(s) by telephone or text message at any telephone number associated with the account, including wireless telephone numbers (i.e. cell phone numbers) which could result in charges to Authorized Person(s), in order to service the account or collect any amounts owed to us, excluding any contacts for advertising and telemarketing purposes as prescribed by law. The Authorized Person(s) further agree(s) methods of contact may include use of pre-recorded or artificial voice messages, and/or use of an automatic dialing device. The Authorized Person(s) may withdraw the consent to be contacted on their wireless telephone number(s) at any time by any reasonable means. If the Authorized Person(s) has provided a wireless telephone number(s) on or in connection with any account, the Authorized Person(s) represents and agrees they are the wireless subscriber or customary user with respect to the wireless telephone number(s) provided and has the authority to give this consent. Furthermore, the Authorized Person(s) agrees to notify us of any change to the wireless telephone number(s) which they have provided to us.

In order to help mitigate harm to the Authorized Person(s) and the account, we may contact the Authorized Person(s) on any telephone number associated with the account, including a wireless telephone number (i.e. cell phone number), to deliver any messages related to suspected or actual fraudulent activity on the account, data security breaches or identity theft following a data breach, money transfers or any other exigent messages permitted by applicable law. These contacts will not contain any telemarketing, cross-marketing, solicitation, advertising, or debt collection message of any kind. The contacts will be concise and limited in frequency as required by law. The Authorized Person(s) will have an opportunity to opt-out of such communications at the time of delivery.

FUNDS AVAILABILITY POLICY DISCLOSURE

This Disclosure describes your ability to withdraw funds from any account at Suffolk Federal Credit Union.

1. GENERAL POLICY — Our policy is to delay the availability of funds from your cash and check deposits. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

2. DETERMINING THE AVAILABILITY OF A DEPOSIT — When we delay the availability of a deposit the length of the delay is determined by counting the business days from the day of your deposit. Everyday is a business day except Saturdays, Sundays and federal holidays. If you make a deposit before close of business on a business day that we are open, we will consider that day to be the day of your deposit. However we will consider deposits made after close of business or on a day that we are not open as deposited on the next business day we are open.

If you make a deposit to an ATM that we own or operate before close of business on a business day that we are open, we will consider that day to be the day of your deposit. However we will consider deposits to an ATM that we own or operate made after close of business or on a day that we are not open as deposited on the next business day we are open.

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

3. SAME-DAY AVAILABILITY — Funds from electronic direct deposits to your account will be available on the same business day we receive the deposit.

4. NEXT-DAY AVAILABILITY — Funds from the following deposits are available by the first business day after the day of your deposit:

- U.S. Treasury checks that are payable to you
- Wire transfers
- Checks drawn on Suffolk Federal Credit Union

5. NEXT-DAY AVAILABILITY FOR CERTAIN DEPOSITS MADE IN PERSON — Funds from the following deposits are available by the first business day after the day we receive your deposit, if you make the deposit in person to one of our employees:

- Cash
- State and local government checks that are payable to you
- Cashier's, certified, and teller's checks that are payable to you
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available by the second business day after the day we receive your deposit.

6. AVAILABILITY OF OTHER CHECK DEPOSITS — The first \$225.00 from a deposit of other checks will be available by the first business day after the day of your deposit. The remaining funds will be available by the second business day after the day of your deposit. For example, if you deposit a check of \$700.00 on a Monday, \$225.00 of the deposit will be available by Tuesday. The remaining \$475.00 will be available by Wednesday.

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

8. LONGER DELAYS MAY APPLY — We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525.00 on any one (1) day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

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

9. SPECIAL RULES FOR NEW ACCOUNTS — If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the eleventh business day after the day of your deposit.

10. DEPOSITS AT NONPROPRIETARY ATMS — Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after the date of your deposit. This rule does not apply at ATMs that we own or operate. All ATMs that we own or operate are identified as our machines.

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

FACTS

WHAT DOES SUFFOLK CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and Income
- Account Balances and Payment History
- Credit History and Credit Scores

How?

All financial companies need to share **members'** personal information to run their everyday business. In the section below, we list the reasons financial companies can share their **members'** personal information; the reasons **Suffolk Credit Union** chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Suffolk share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	Yes
For joint marketing with other financial companies	Yes	Yes
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For nonaffiliates to market to you	No	We don't share

To limit our sharing

- Call 631-924-8000
- Visit us online: www.suffolkcu.org/privacy-notice-opt-out-form/

Please note:

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions?

Call 631-924-8000 or go to www.suffolkcu.org

Who we are

Who is providing this notice?

Suffolk Credit Union

What we do

How does **Suffolk Credit Union** protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does **Suffolk Credit Union** collect my personal information?

We collect your personal information, for example, when you

- open an account or deposit or withdraw from your account
- apply for a loan or give us income information
- use your debit or credit card

We also collect your personal information from others, such as credit bureaus, affiliates or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account, unless you tell us otherwise.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include non-financial companies, such as insurance companies.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Non-affiliates we share with can include auto sales, mortgage, insurance, direct marketing, credit card companies and not-for-profit organizations.*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Joint marketing partners can include auto sales, mortgage, direct marketing, insurance, credit card companies and not-for-profit orgs.*

TRUTH-IN-SAVINGS DISCLOSURE

Effective Date:

The rates, fees and terms applicable to your account at the Credit Union are provided with this Truth-in-Savings Disclosure.
The Credit Union may offer other rates for these accounts from time to time.

ACCOUNT TYPE		DIVIDENDS				BALANCE REQUIREMENTS				ACCOUNT LIMITATIONS
		Dividend Rate/ Annual Percentage Yield (APY)	Dividends Compounded	Dividends Credited	Dividend Period	Minimum Opening Deposit	Minimum Balance to Avoid a Service Fee	Minimum Balance to Earn the Stated APY	Balance Method	See Section 6
Share Savings Account	\$100.00 to \$4,999.99 \$5,000.00 or greater	/	Daily	Monthly	Monthly (Calendar)	\$5.00	\$5.00	\$100.00	Daily Balance	Account transfer and withdrawal limitations apply.
Joint Savings Account		—	—	—	—	\$5.00	\$5.00	—	—	Account transfer and withdrawal limitations apply.
SEP Account		/	Daily	Monthly	Monthly (Calendar)	—	—	—	Daily Balance	Account transfer and withdrawal limitations apply.
Insured Money Market Account	\$2,500.00 to \$24,999.99 \$25,000.00 to \$49,999.99 \$50,000.00 to \$99,999.99 \$100,000.00 to \$249,999.99 \$250,000.00 to \$499,999.99 \$500,000.00 or greater Premium \$1,000,000 or greater	/	Daily	Monthly	Monthly (Calendar)	\$2,500.00	\$2,500.00	\$2,500.00	Daily Balance	Account transfer and withdrawal limitations apply.
Holiday Club Account		/	Daily	Monthly	Monthly (Calendar)	\$5.00	—	\$100.00	Daily Balance	Account transfer and withdrawal limitations apply.
Vacation Club Account	\$100.00 - \$4,999.99	/								
Tax Time Club Account	\$5,000.00 and greater	/								
First Home Club		/								
1st Time Home Buyers Club	\$100.00 to \$4,999.99 \$5,000.00 and greater	/	Daily	Monthly	Monthly (Calendar)	\$100.00	—	\$100.00	Daily Balance	Account transfer and withdrawal limitations apply.
Youth Savings Account	\$100.00 to \$1,000.00 \$1,000.01 and greater	/	Daily	Monthly	Monthly (Calendar)	\$5.00	\$5.00	\$100.00	Daily Balance	Account transfer limitations apply.
IRA Share Accounts		/	Daily	Monthly	Monthly (Calendar)	—	—	—	Daily Balance	Account transfer and withdrawal limitations apply.
Advantage Checking		/	Daily	Monthly	Monthly (Calendar)	—	—	\$10,000.00	Daily Balance	—
Girl Scout Checking	\$10,000.00 and greater	/								
Sharks Checking		/								
Max Money Account	\$0.00 to \$9,999.99 \$10,000.00 to \$24,999.99 \$25,000.00 to \$49,999.99 \$50,000.00 and greater	/	Daily	Monthly	Monthly (Calendar)	—	\$3,000.00	—	Daily Balance	—
Basic Business Checking Account		—	—	—	—	—	—	—	—	—
Deluxe Business Checking Account	\$0.00 to \$49,999.99 \$50,000.00 to \$99,999.99 \$100,000.00 and greater	/	Daily	Monthly	Monthly (Calendar)	—	\$5,000.00	—	Daily Balance	—

ACCOUNT DISCLOSURES

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

1. Rate Information. The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For all accounts, the Dividend Rate and Annual Percentage yield may change at any time as determined by the Credit Union's Board of Directors. The Dividend Rates and Annual Percentage Yields are the prospective rates and yields that the Credit Union anticipates paying for the applicable dividend period.

All accounts are Tiered Rate accounts, except Joint Savings, SEP, IRA Share, and Basic Business Checking accounts. The balance ranges and corresponding Dividend Rates and Annual Percentage Yields applicable to each tier are disclosed in the Rate Schedule. For tiered accounts, once a particular range is met, the dividend rate and annual percentage yield for that balance range will apply to the full balance of your account.

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

3. Dividend Compounding and Crediting. The compounding and crediting frequency of dividends and the dividend period applicable to each account are stated in the Rate Schedule. The Dividend Period is the period of time at the end of which an account earns dividend credit. The Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period.

4. Accrual of Dividends. For all earning accounts, dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account.

5. Balance Information. To open any account, you must deposit or already have on deposit at least the par value of one full share in any account. The par value amount is \$5.00. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For Share Savings, Joint Savings, Insured Money Market, Youth Savings, Max Money and Deluxe Business Checking accounts, there is a minimum Daily Balance required to avoid a service fee for the dividend period. If the minimum daily balance requirement is not met during each day of the dividend period, there may be a service fee as stated in the Schedule of Fees and Charges For Share Savings, Insured Money Market, Holiday Club, Vacation Club, Tax Time Club, First Home Club, 1st Time Home Buyers Club, Youth Savings, Advantage Checking, , Girl Scout Checking, and Sharks Checking accounts, there is a minimum Daily Balance required to earn the Annual Percentage Yield disclosed for the dividend period. If the minimum daily balance requirement is not met each day of the period, you will not earn the Annual Percentage Yield stated in the Rate Schedule, dividends are calculated by applying a daily periodic rate to the principal in the account each day.

6. Account Limitations. For Share Savings, Joint Savings, SEP, Insured Money Market, Holiday Club, Vacation Club, Tax Time Club, First Home Club, 1st Time Home Buyers Club, Youth Savings and IRA Share accounts, you may make no more than six (6) transfers and withdrawals from your account to another account of yours or to a third party in any month by means of a preauthorized, automatic, or Internet transfer, by telephonic order or instruction, or by check, draft, debit card or

similar order. If you exceed these limitations, your account may be subject to a fee or be closed. For Holiday Club accounts, the entire balance will be paid to you by check or transferred to another account of yours on or after September 30th and the account will remain open. If you withdraw from your Holiday Club account, you will be charged a fee as disclosed in the Schedule of Fees and Charges. However, no fee will be charged if the withdrawal occurs within seven (7) days of the date the account is opened. For Vacation Club accounts, one (1) withdrawal(s) from your account each month. If you exceed this limitation, you will be charged a fee as disclosed in the Schedule of Fees and Charges. For 1st Time Home Buyers Club, if you withdraw from your account, you will be charged a fee as disclosed in the Schedule of Fees and Charges and will be disqualified from the program. For First Home Club accounts, no withdrawals are permitted. Members who withdrawal from this account will be disqualified from the program. For IRA Share accounts, when account balance reaches \$500.00, it can be transferred to an IRA Certificate Account without a penalty. Rollovers and direct transfers are permitted. For Insured Money Markets, you may make no more than three (3) withdrawal(s) from your account each month. If you exceed this limitation, you will be charged a fee as disclosed in the Schedule of Fees and Charges. An Insured Money Market withdrawal is subject to a fee as disclosed in the Schedule of Fees and Charges. For Youth Savings accounts, the entire balance will be transferred to a Share Savings account on the date in which you reach your 18th birthday and the account will be closed. Fees may reduce earnings. For all other accounts, no account limitations apply.

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

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

8. Rates. The rates appearing with this Schedule are accurate as of the effective date indicated on this Truth-in-Savings Disclosure. If you have any questions or require current rate information on your accounts, please call the Credit Union.

9. Fees. See Schedule of Fees and Charges for a listing of fees and charges applicable to your account(s).

FEE SCHEDULE

Credit Union Membership		Other Service Fees (applicable to all accounts)		
Membership Share	\$5.00	Par value. Must be maintained at all times.		
Share Account Fees				
First Time Homebuyers Account Withdrawals	\$10.00	Each withdrawal.		
Holiday Club Early Withdrawal	\$10.00	Per withdrawal.	Additional Replacement ATM Card	\$5.00 Per card
			Additional Replacement MasterCard Debit Card	\$10.00 Per card
Insured Money Market Balance Below Minimum	\$15.00	Per month if minimum balance is not maintained. No dividends earned while below minimum.	Rush Order Debit / ATM Card	\$30.00 Per card
Insured Money Market Excess	\$15.00	Per withdrawal if more than three (3) withdrawals per month.	Returned Deposited Item	\$20.00 Per item
			Fax copy	\$10.00 Per item
Insured Money Market Withdrawals/Checks Account	\$15.00	Per withdrawal if less than \$500.00	Gift Card	\$4.00 Per card
			Levies/Restraining Orders/Garnishments	\$75.00 Each occurrence
Insured Money Market Non-Sufficient Funds	\$32.00	Per each presentment		
Share Savings / Youth Savings / Joint Share Savings	\$1.00	First full month if minimum balance is not maintained.		
Vacation Club Excess Withdrawal	\$10.00	Per withdrawal if more than one (1) withdrawal per month.	Notary (non-members)	\$2.00 Per item
			Statement Copy	\$5.00 Per copy
Tax Time Club Excess Withdrawal	\$10.00	Per withdrawal if more than one (1) withdrawal per quarter.	Telephone Transfer	\$5.00 Per transfer, minimum of \$50.00 transferred (other than MTS)
Checking Account Fees				
Courtesy Pay	\$32.00	Per each presentment	Teller Check Photocopy	\$5.00 Per check
Deluxe Business Checking	\$20.00	Per month if minimum balance is not maintained	Teller Check Stop Payment	\$32.00 Per check
			Wire Transfer (outgoing) Domestic	\$30.00 Per transfer
Business Imaged Checks (Non-truncated)	\$50.00	Per month	Wire Transfer (outgoing) 45.00 Foreign	\$45.00 Per transfer
			Wire Transfer (incoming)	\$5.00 Per transfer
			Electronic Funds Transfer Fees	
Max Money Account	\$20.00	Per month if minimum balance is not maintained	ATM Foreign Cardholder surcharge	Up to \$3.00 per transaction
Non-Sufficient Funds	\$32.00	Per each presentment	ATM Overdraft Withdrawals from Checking Which Invoke Overdraft Protection from Share Savings	\$5.00 Per transfer withdrawal
			ATM Withdrawals, Transfers, Inquiries, Rejects (other than SFCU owned)	First five (5) transactions per month free. \$1.50 per transaction in excess of the first five (5).
Cashier's Check Payable to 3rd Party	\$4.00	Per check	ACH Item Non-Sufficient Funds fee	\$32.00 Per each presentment
			Bill Pay Non-Sufficient Funds	\$32.00 Per each presentment
Overdraft Protection from Share Savings	\$5.00	Per item	Bill Pay Stop Payment	\$32.00 Per item
Overdraft Protection from Personal Line of Credit or Business Overdraft Line of Credit	\$5.00	Per transfer, if amount is \$20.00 and above. Only 4 overdrafts per day will be accessed a fee.	Bill Pay Check Copy	\$5.00 Per item
			A2A Transfer Fees: Failed Transaction (Display Only)	\$32.00 Per item
Starter Checks	\$5.00	For four (4).		
Stop Payment	\$32.00	Per request by MTS / Internet.		
	\$32.00	Per request for Check / ACH.	P2P Transfer Fees: Failed Transaction	\$32.00 Per transaction
Uncollected Funds	\$32.00	Per each presentment	Personal Payments - Send Money	\$1.00 Per item
Check 21 Substitute Checks	\$5.00	Per check	Personal Payments - Receive Money	\$1.00 Per item



The rates and fees appearing in this Schedule are accurate and effective for accounts as of the Effective Date indicated on this Schedule of Fees and Charges. If you have any questions or require current rate and fee information on your accounts, please call the Credit Union.

SUFFOLK FCU HOURS OF OPERATION

Commack, Eastport, Islandia, Medford, Miller Place, Riverhead, Sayville, Southampton & West Babylon:
Monday through Wednesday: 8:30 am - 5 pm
Thursday and Friday: 8:30 am - 6 pm
Saturday: 9 am - 2 pm

Drive Up:

Monday through Wednesday: 8 am - 5 pm
Thursday and Friday: 8 am - 6 pm
Saturday: 9 am - 2 pm

Contact Center:

Monday through Wednesday: 8 am - 5:30 pm
Thursday and Friday: 8 am - 6 pm
Saturday: 9 am - 2 pm

OFFICE AND ON-SITE ATM LOTIONS
* Accepts Deposits

MEDFORD (MAIN OFFICE): 3681 Horseblock Road (11763)
24 HOUR DRIVE-UP ATM* - 24 HOUR LOBBY ATM* - DRIVE-UP WINDOW

COMMACK: 6150 Jericho Turnpike (Rt. 25) (11725)
24 HOUR DRIVE-UP ATM* - DRIVE-UP WINDOW

EASTPORT: 5 Eastport Manor Rd. #25 (11941)
24 HOUR WALK-UP ATM* - DRIVE-UP WINDOW

ISLANDIA: 1282 Motor Parkway (11749)
24 HOUR DRIVE-UP ATM* - 24 HOUR LOBBY ATM* - DRIVE-UP WINDOW

MILLER PLACE: Aliano Shopping Center, 691 RT. 25A (11764)
24 HOUR DRIVE-UP ATM - 24 HOUR LOBBY ATM* - DRIVE-UP WINDOW

RIVERHEAD: Rt. 24 at 2 Enterprise Zone Dr. (11901)
24 HOUR DRIVE-UP ATM* - 24 HOUR LOBBY ATM* - DRIVE-UP WINDOW

SAYVILLE: 213 North Main Street (11782)
24 HOUR WALK-UP ATM*

SOUTHAMPTON: 850 County Road 39 (11968)
BRANCH ATM DURING HOURS OF OPERATION - 24 HOUR LOBBY ATM

WEST BABYLON: 50-110 Rt. 109 (Shop-Rite Center) (11704)
24 HOUR LOBBY ATM* - DRIVE-UP WINDOW

PORT JEFFERSON: 200 Belle Terre Rd. (St Charles Hospital) (11704)
Monday - Thursday 8:30am - 5pm, Friday 8:30am - 6 pm
24 HOUR WALK-UP ATMs at the following Hospitals ...
Mather Hospital - 75 N. Country Rd
St Charles Hospital - 200 Belle Terre Rd

Visit our Web Site: www.suffolkfcu.org
Call us at 631-924-8000

Consumer Credit Card Fees		
Balance transfer		3% for the first six months on Mastercard Platinum card
Card Replacement	\$5.00	Per card
Cash Advance		3% or \$5.00, whichever is greater.
Late Payment		\$25.00 first occurrence; \$35.00 thereafter
Pay by Phone	\$5.00	Per payment
Returned Payment	\$25.00	Per item
Statement Copy	\$ 5.00	Per copy

Business Credit Card Fees		
Card Replacement	\$5.00	Per card
Statement Copy	\$5.00	Per copy
Pay by Phone	\$5.00	Per payment
Late Payment	\$25.00	Per occurrence
Returned Payment	\$25.00	Per occurrence

Miscellaneous Fees		
Collection Items (from another financial institution)	\$25.00	On all over \$50.00 (taken from check amount. Items under \$50.00 not processed)
Dormant Account:	\$20.00	Per month on accounts subject to state abandonment regulations.
Home Equity Subordination	\$150.00	Per occurrence
Loan Late Charge	\$20.00	Per occurrence
Loan Payment by Blue Pay Portal	\$10.00	Per occurrence
Manual Loan Payment	\$10.00	Per manual payment
Protest Letter	\$25.00	Per occurrence
Return Mail/Undeliverable Mail	\$2.00	Per occurrence
Preparation of a pay-off letter for a Home Equity Loan	\$100.00	Per request
Preparation of a Duplicate Satisfaction for a Home Equity Loan	\$50.00	Per request

Your savings federally insured to at least \$250,000
and backed by the full faith and credit of the United States Government

NCUA

National Credit Union Administration, a U.S. Government Agency



SUFFOLK FEDERAL CREDIT UNION
3681 Horseblock Road
PO Box 9005
Medford, NY 11763
631.924.8000
www.suffolkfcu.org

Your Billing Rights

Please keep this notice for future use
See reverse side for additional information

This notice contains important information about your rights and Suffolk Federal's responsibilities under the Fair Credit Billing Act.

WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT

Applies to Consumer Lines of Credit and Consumer Credit Cards

If you think there is an error on your statement, write to us at: Suffolk Federal Credit Union, PO Box 9005, Medford, NY 11763.

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within ten (10) days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we report you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASES

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50.
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Suffolk Federal Credit Union, PO Box 9005, Medford, NY 11763. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

This notice contains important information about your rights and Suffolk Federal's responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL

Applies to Home Equity Lines of Credit (HELOCs)

If you think your bill is incorrect or if you need more information about a transaction on your bill, write to us at Suffolk Federal Credit Union, PO Box 9005, Medford, NY 11763. Write to us as soon as possible. We must hear from you no later than 60 days after we sent your FIRST bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. Your letter must contain the following information:

- your name and account number
- the dollar amount of the suspected error, and
- a description of the error and explanation of why you believe there is an error. If you require more information, describe the item for which you need further information.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND SUFFOLK FEDERAL'S RESPONSIBILITIES AFTER RECEIPT OF YOUR WRITTEN NOTICE

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain to you in writing why we believe the bill was correct.

After we receive your letter, we cannot try to collect the amount in question, or report you as delinquent. We can continue to send bills to you for the amount in question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are obligated to pay the portion of your bill that is not in question.

If we find an error did occur on your bill, you will not have to pay any finance charges related to any questioned amount. If we determine that an error did not occur, you will have to pay finance charges and you will have to make up any missed payments on the questioned amount. In either case, we will send you a bill for the amount you owe and the date that it is due.

If you fail to make the payment we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days informing us that you still refuse to pay, we must tell the parties to whom we report that you have a question about your bill. In addition, we must inform you of the names of the parties to whom we report. When the matter is finally settled between us, we must inform the parties to whom we report. If these rules are not adhered to, we cannot collect the first \$50 of the questioned amount, even if the bill was correct.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Applies to Electronic Fund Transfers on Consumer Accounts

In case of errors or questions about electronic fund transfers from your share (savings) and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appears.

Call us at: (631) 924-8000 or (866) 744-2384 Or write to: Suffolk Federal Credit Union, PO Box 9005, Medford, NY 11763

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

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

We will determine whether an error has occurred 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 45** days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)* business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

* If you give notice of an error within 30 days after you make the first deposit to your account, we will have 20 business days instead of ten (10) business days to credit your account for the amount you think is in error.

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

Online Banking PERSONAL FINANCE MANAGEMENT

TERMS AND CONDITIONS

MX® E-SIGN Agreement and Disclosure and Terms and Conditions Updated March 15, 2016

E-SIGN Disclosure and Agreement for MX Digital Money Management Services

Applicability of Consent

The E-Sign Disclosure and Agreement applies only to digital money management services provided through MX Technologies, Inc. ("MX").

Electronic Delivery of Disclosures and Notices

By agreeing to the terms of this E-SIGN Disclosure and Agreement, you are consenting to receive electronic communication, including, but not limited to, disclosures, notices and Terms and Conditions related to the opening and use of and access to your accounts via the MX Digital Money Management Services.

Following the E-SIGN Disclosure and Agreement and demonstration of your ability to access the disclosures electronically, you will see eligible disclosures provided electronically.

The digital money management services provided by MX provide a customized and fast experience designed specifically for smartphones and mobile devices.

Hardware and Software Requirements

In order for you to access and retain the communications, you will need a mobile device as well as a working connection to the Internet. The app supports devices running the following operating systems:

- iOS 7.0 or higher®
- Android 4.0.3 or higher®
- Windows 8.1 or higher®

To use iPhone® and Android™ applications, your device must have a data plan and/or your device must be able to access the Internet. For App Banking, Android devices must run operating system 4.0.3 or higher and iPhone devices must run operating system 7.0 or higher. To use Mobile Banking, you must have a mobile device with an Internet browser, a data plan and/or the device must be able to access the Internet.

Additionally, Adobe® Reader® software is required to read the account statements and other important notices. MX supports the two most recent versions of Adobe Reader. MX also supports the following browsers: Google Chrome, Internet Explorer 11 Firefox, and Safari.

We may revise hardware and software requirements from time-to-time and will notify you if there is a material risk that based on the changes you would not be able to access your electronic records. You will have the opportunity to withdraw consent without the imposition of a fee.

You are responsible for the installation, maintenance, and operation of your computer or electronic device. We are not responsible for any errors or failures from any malfunction of your computer or electronic device, for any virus, other problems or changes that may be associated with the use of your computer or electronic device, including, for example, the cost of your Internet Service Provider.

Withdrawal of Electronic Acceptance of Disclosures and Notices

You may withdraw your consent to receiving electronic disclosures or notices at any time by contacting MX Customer Service at tech.support@mx.com. Your withdrawal of consent will be effective after we have had a reasonable opportunity to act upon it.

TERMINATION AND/OR WITHDRAWAL OF ELECTRONIC ACCEPTANCE WILL RESULT IN YOUR BEING UNABLE TO USE DIGITAL MONEY MANAGEMENT SERVICES

Governing law

The E-Sign Disclosure and Agreement is made in Utah and is subject to Utah law to the extent it is not inconsistent with federal law or regulation.

Consent

By providing your consent, you are also confirming that you have the hardware and software described above, that you are able to receive and review electronic records, and that you have an active email address for use if you choose to set up any alert notification feature that permits you to request automated notification of specific situations. You are also confirming that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, or other delegates as identified on your account agreements. This consent applies only to MX's digital money management application.

Acceptance or Decline

By clicking "Accept" at the end of this entire disclosure (including this E-Sign Agreement and the Terms and Conditions below), you are agreeing to receive disclosures electronically as stated in this E-Sign Disclosure and Agreement and you are agreeing to the following Terms and Conditions listed below.

If you DO NOT want to consent to electronic delivery of disclosures, PLEASE EXIT THE APPLICATION NOW.

If you consent to electronic delivery of the following disclosures, there will be an "Accept" button at the end of the next disclosure section.

Additional Terms and Conditions

You are accessing services provided directly or indirectly to you from MX Technologies, Inc. and being asked to agree to a legally binding agreement in accordance with the terms and conditions set forth below. Therefore, we encourage you to read this thoroughly and carefully.

If you are under the age of eighteen (18) years of age, or are not at least the age of majority or otherwise incapable of binding to a legal contract in the jurisdiction from which you enter into this agreement, you MUST have your legal guardian (e.g., your parent) or someone with authorized power of attorney review this agreement and consent upon your behalf or you should not proceed any further. Notwithstanding the foregoing, MX has not designed the Services with the intention that such be used by minors nor does it market the Services for use by minors.

These Terms and Conditions constitute an agreement between you, whether you are a registered user or visitor to the MX.com website (such visitor, user or—solely for agreements entered by a legal guardian or power of attorney—the person for whom this agreement is entered, hereinafter "you", "your" or "user"), and MX Technologies, Inc. including its affiliates and service providers ("MX", "our", "we" or "us"), pertaining to your use of the MX.com website (the "Site") and/or any of its affiliated web applications (the "Services"). By using the Site and/ or Services, you agree to be bound by these Terms and Conditions and our Privacy Notice, available at <https://www.mx.com/privacy-notice>, which is hereby incorporated by reference into these Terms and Conditions (collectively, the

"Terms"). These Terms constitute the complete and exclusive understanding and agreement between you and us relating to the subject matter hereof, and replace all previous Terms and Conditions or similar agreements or documentation entered into between you and MX, whether written or oral.

Accepting the Terms:

BY CLICKING TO ACCEPT OR AGREE TO THE TERMS, WHERE THIS OPTION IS MADE AVAILABLE TO YOU BY MX IN THE USER INTERFACE FOR ANY OF THE SERVICES, OR BY USING ANY PART OF THE SERVICES, YOU EXPRESSLY (a) ACKNOWLEDGE THAT YOU HAVE READ ALL OF THESE TERMS; (b) AGREE AND CONSENT TO THE TERMS; (c) REPRESENT AND WARRANT THAT YOU: (i) IF YOU ARE AGREEING TO THESE TERMS ON BEHALF OF A BUSINESS ENTITY OR ANOTHER INDIVIDUAL, ARE AUTHORIZED TO BIND SUCH ENTITY OR SUCH INDIVIDUAL, AND (ii) AGREE TO BE BOUND BY THE TERMS, INCLUDING THE DISCLAIMERS AND LIMITATIONS OF LIABILITY; AND (d) AGREE TO BE LIABLE FOR ANY NONCOMPLIANCE WITH THESE TERMS. IF YOU DO NOT AGREE TO ANY OF THE TERMS, DO NOT CLICK THE ACCEPTANCE BUTTON, IF APPLICABLE, AND DO NOT ACCESS OR USE THE SERVICES.

MX may from time to time update these Terms and your continued use of the Services indicates your agreement to any modification with respect to these Terms. You may not use the Services and may not accept the Terms if (i) you are incapable of binding you to a contract with MX, or (ii) you are a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services.

Services:

The Services are a digital money management service that allows registered users to organize, consolidate, manage and track their financial information. From time to time MX may modify the Services and add, change, or delete features of the Services, in its sole discretion, without notice to you.

You agree to provide accurate, current and complete information about yourself while registering for the Services and to maintain and update this information to keep it accurate, current and complete. You agree to not misrepresent your identity or your registration and account information. Failure to provide accurate and complete information during registration or account setup may prohibit your use of the Services or result in errors in information generated.

You are solely responsible for (a) maintaining the confidentiality and security of your login information, passwords, and any other security or access information used by you or anyone you authorize on your behalf to access the Services (collectively, "Account Information"), (b) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Services (collectively, "Account Data"), (c) all electronic communications, including account registration and other account holder information, email and financial, accounting and other data entered using the Account Information ("Communications"), and (d) without limiting the foregoing, any and all activities that occur under your account. MX shall assume that any Communications received through use of the Account Information were sent or authorized by you. You agree to immediately notify MX if you become aware of any loss, theft or unauthorized use of any Account Information. We reserve the right to deny you access to the Services (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Account Information has occurred. You must inform MX of, and hereby grant to MX and its affiliates, third-party providers, partners, licensors, employees, distributors and agents permission to use the Account Information to enable MX to provide the Services to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services MX may provide to you in the future.

MX may use, modify, display, distribute and create new materials using the Account Information, Account Data and/or your Communications to provide the Services to you. By submitting Account Information, Account Data and Communications, you agree that MX may use your Account Information, Account Data and Communications for the purposes set out herein, without any particular time limit and without the payment of any fees.

Anonymous, aggregate information that does not contain personally identifiable information, comprising financial account balances, other financial account data, or other available data that is collected through users' use of the Services, may be used or licensed by MX for various purposes including but not limited to conducting certain analytical research, performance tracking, benchmarking helping to improve products and services and to assist in troubleshooting and technical support.

To the extent that a user requests customer service or other assistance from MX, you agree that MX is authorized to access and view your account information to provide such assistance and support.

Provider Services:

In connection with your use of the Services and as part of the functionality of the Services as may be applicable, you may have access to certain online services or information that may be made available by your bank and/or other third party provider(s) ("Provider Services"), including online banking, online payment, online investment account download, online bill pay, online trading, and other account information available from third party provider(s). The Services may be designed to allow access to Provider Services (if and to the extent provided by users' provider(s)) to set up banking and other information, schedule the Services to access user account(s), download transactions into the Services and otherwise aggregate information from user account(s) with third party provider(s). MX has no control over the provision of Provider Services or provision of access to the Provider Services by users' provider(s). MX does not guarantee the Provider Services. You agree that you may be able to use the Services in conjunction with the Provider Services, and that MX disclaims any and all liability whatsoever for any actions or inactions on the part of your provider(s) resulting in any inability to use the Services to access accounts, obtain data, download transactions, or otherwise use or access the Provider Services.

You acknowledge and agree when you access data and information through the Services, third party provider account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, and the actual data in your user account(s) with such provider(s) such as bank and other account balances, credit card charges, debits and deposits as may be applicable (collectively, "Provider Account Data"), may be collected and stored in the Services. You expressly authorize MX and our third party providers, in conjunction with the operation and hosting of the Services, to use certain Provider Account Data to (i) collect Provider Account Data, (ii) reformat and manipulate such Provider Account Data, (iii) create and provide hypertext links to provider(s), (iv) access the providers' websites using Provider Account Data, (v) update and maintain account information, (vi) address errors or service interruptions, (vii) enhance the type of data and services we can provide in the future, and (viii) take such other actions as are reasonably necessary to perform the actions described in (i) through (vii) above. In accessing and using the Services you represent that you are the legal owner of the Provider Account Data and that you have the authority to appoint, and do expressly appoint, MX or our third party providers as your agent with limited power of attorney to access and retrieve Provider Account Data on your behalf. You further acknowledge that MX does not (nor do our third party providers), review Provider Account Data and you agree that we are not responsible for its completeness or accuracy. Any transactions or informational activities performed at any provider's website are not made through the Services and MX assumes no responsibility for such transactions or activities. You acknowledge that you are solely responsible for any charges associated with provider(s). YOU ACKNOWLEDGE AND AGREE THAT WHEN MX OR ITS THIRD PARTY PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM USERS' PROVIDERS, MX AND

ITS THIRD PARTY PROVIDERS ARE ACTING AS USERS' AGENT, AND NOT THE AGENT OR ON BEHALF OF PROVIDERS.

You further acknowledge and agree that (i) some providers may not allow the Services to access the Provider Services, (ii) providers may make changes to their websites, with or without notice to MX, that may prevent or delay aggregation of information from such websites, and (iii) the Services may "refresh" the Provider Account Data by collecting the Provider Account Data nightly, so your most recent transactions may not be reflected in any account balances or other account information presented to user in the Services. In the event that you see a discrepancy in the Provider Account Data, and in any case before making any transactions or decisions based on such account information presented in the Services, you agree to check the last refresh date for the account and confirm with that applicable provider that the Provider Account Data is correct or otherwise confirm that Provider Account Data is up to date and accurate.

Limitations:

Your right to use the Services is personal to you and is not transferable by you to any other person or entity. You may not, without our express prior written consent: (a) copy, reproduce, distribute or create derivative works of any portion of the Services; (b) reverse engineer, decompile, alter, modify, disassemble or otherwise attempt to derive source code utilized in the Services or any third-party applications incorporated into the Services, including Java applets associated with the Services; (c) sell, rent, sublicense, lease, lend or allow time-share access or use to third parties of any portion of the Services; (d) distribute or provide copies of any portion of the Services to third parties; (e) resell the use of the Services; (f) use the Services to provide services to any third parties, including business process outsourcing, service bureau applications or training of third parties; or (g) use the Services as a platform for designing and creating a competing product or service, including one for only your internal use. In the event that we have reason to believe you, or any third parties on your behalf, have developed, or are in the process of developing, a software system similar to the Services or are otherwise in violation of these Terms, you agree to promptly provide us information to assist us with any applicable investigation, including allowing us to audit your use of the Services. In the event we determine you have developed a software system similar to the Services, you hereby grant us authority to secure injunctive relief from your continued development and/or sale of such competing product or services. All rights not expressly granted to you in this Agreement are reserved to MX.

You are solely responsible for your Account Data, including the accuracy, quality and reliability of all such content. You represent and warrant that: (i) none of your Account Data violates any third party's copyright, patent, trademark, trade secret or other proprietary or intellectual property rights or rights of publicity or privacy (collectively, "Intellectual Property Rights"), and (ii) you have obtained all consents and waivers required under all applicable local, state, national and international laws, rules, statutes, treaties and regulations (including those governing account collection, export control, consumer protection, data privacy, unfair competition, anti-discrimination and false advertising) (collectively, "Laws") for the provision, manipulation, retention, use and sharing of personal data of individuals (including you) with respect to whom information is supplied by you as part of your use of the Services, and that you will retain all such consents and waivers and/or provide them to MX at any time upon request. Notwithstanding the foregoing, we reserve the right to take any action with respect to the Services that we deem necessary or appropriate in our sole discretion if we believe you or your use of the Services may create liability for MX. Your use of the Services is subject to all applicable Laws. In connection with your use of the Services, you agree to: (A) comply with all applicable Laws; (B) maintain the security of access to the Services; (C) not use the Services for illegal purposes; (D) not interfere or disrupt networks connected to the Services; (E) not attempt to gain unauthorized access to other computer systems; (F) not interfere with another user's use and enjoyment of the Services, including disrupting the normal flow of dialogue; (G) not use the Services to infringe any third party's Intellectual Property Rights; (H) not transmit through the Services, through feedback or otherwise, any unlawful, harassing, libelous, abusive, threatening, harmful,

vulgar, obscene or otherwise objectionable material of any kind or nature; and (l) not bypass or disable any security mechanisms in the Services.

Posting Information:

MX allows, or may allow in the future, users to post content at the help desk and/or various publicly available locations. These forums may be hosted by us or by a third party. Wherever you can post information you agree:

1. You are responsible for all content you submit on the Services.
2. By submitting content to the Services, you represent that you have all necessary rights and hereby grant MX a perpetual, worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, modify, display, and perform all or any portion of the content in connection with the Services.
3. You may not post or transmit any message that is libelous, defamatory, violates any Law or which discloses private or personal matters concerning any third party.
4. You may not post or transmit any message, data, image or program that is indecent, obscene, pornographic, harassing, threatening, abusive, hateful, racially or ethnically offensive; that encourages conduct that would be considered a criminal offense, gives rise to civil liability or violates any Law; or that is otherwise inappropriate.
5. You may not copy or use personal identifying information or business contact information about others without their permission.
6. You may not post or transmit any message, data, image or program that would violate the rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential information, and trademarks or service marks used in an infringing fashion.

Required Equipment:

You are responsible for obtaining and, as applicable, installing, configuring and updating a computer, operating system, web-browsing software, Internet service and connection and such other equipment, software and services as may be necessary for you to access the Services. MX makes no warranties that your equipment or third-party software is or will continue to be compatible with the use of the Services.

Disclaimer:

The Services provided by MX are designed to provide accurate and authoritative information in regard to the subject matter covered they are however not intended to provide legal, tax or financial advice. The Services, or certain portions and/or functionalities thereof, are provided as strictly educational in nature and are provided with the understanding that MX is not engaged in rendering accounting, investment, tax, legal, or other professional services. If legal or other professional advice including financial, is required, the services of a competent professional person should be sought. MX specifically disclaim any liability, loss, or risk which is incurred as consequence, directly or indirectly, of the use and application of any of the content on this site.

MX and its third party providers are not responsible for any investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of the Services or any materials or information accessible through it. Past performance does not guarantee future results. Further, MX and its third party providers do not warrant that the Services comply with the requirements of the FINRA or those of any other organization anywhere in the world.

Proprietary Rights:

You are permitted to use content delivered to you through the Services only in connection with the Services. You acknowledge and agree that MX and/or its licensors or suppliers own all rights to the Site and the Services, the content displayed on the Site and the Services including its "look and feel" (e.g., text, graphics, images, logos and button icons), photos, editorial content, notices, and other Intellectual Property Rights, made available to you as a part of or in conjunction with the Services. You are only permitted to use any of the foregoing as expressly authorized by these Terms. MX, and all other names, logos, icons and marks identifying MX's products and services are MX's trademarks and may not be used without our prior written consent. You may not remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels on any portion of the Services.

User Risks:

MX acts solely as an operator of the Services for your convenience and use of the Services, and any reliance by you upon any content or information available to you through the Services (the "Materials"), including any action taken by you because of such use or reliance, is at your sole risk. Neither MX nor any of its affiliates, third-party providers, partners, licensors, employees, distributors or agents is responsible or liable for, or makes any representations or warranties as to the following, without limitation:

1. Any representations, promises, recommendations or inducements that may be made by or through any party (including vendors) found at, on, through or from the Services;
2. The timeliness, accuracy, reliability, completeness, legality, copyright compliance or decency of the Services or any Materials;
3. Any inaccuracy, omission, error or delay in the Services or any Materials;
4. Non-performance of or interruption to the Services or any Materials due to, without limitation: (i) any act or omission by any disseminating party, (ii) any force majeure or any other cause beyond the control of any disseminating party, or (iii) outages, transmission quality or malfunctions of telephone circuits or computer systems, including any defects or failures with respect to your software, computer systems or Internet access provider;
5. The quality of the Services or any Materials (including the results to be obtained from use of them); or
6. Any loss resulting from, including any unauthorized access by a third party, arising out of or related to your access and/or use of or interaction with the Services or the Materials.

Modifications:

MX reserves the right to modify or discontinue, temporarily or permanently, the Services with or without notice to you. Such modifications may include establishing or changing limits concerning use of the Services, temporarily or permanently, including (i) any features, licensing terms, or other characteristics of any version of the Services that it releases, (ii) the amount of storage space you have on the Services at any time, and (iii) the number of times (and the maximum duration for which) you may access the Services in a given period of time. We reserve the right to make any such changes effective immediately to maintain the security of the system or Account Information or to comply with any Laws. You may reject changes by discontinuing use of the Services to which such changes relate. Your continued use of the Services will constitute your acceptance of and agreement with such changes. User access and use of the Services may be interrupted from time to time, including due to the malfunction of equipment, periodic updating, maintenance or repair of the Site and/or the Services or other actions that MX, in its sole discretion, may elect to take. Maintenance upon the Services may be performed from time to time resulting in interrupted service, delays or errors in the Services. MX shall not be liable to you or any third party should we exercise our right to modify or discontinue the Services.

Cancellation:

You may cancel your MX registration at any time by sending a request for cancellation to MX support at tech.support@mx.com. Upon confirmation of your request, your MX account will be cancelled and no longer be accessible from our primary production servers, and your access to the Services will be terminated. Some of your information may remain stored within the Services after account deletion for recordkeeping purposes.

MX may at any time terminate your access to the Services for any reason, including:

1. you have breached any provision of these Terms (including the MX Privacy Notice, or have acted in a manner which shows you do not intend to, or are unable to, comply with the provisions of these Terms and/or the MX Privacy Notice);
2. MX is required to do so by Law (for example, where the provision of the Services to you is, or becomes, unlawful);
3. a partner with whom MX offered the Services to you has terminated its relationship with MX or ceased to offer the Services to you;
4. MX is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the Services;
5. You have not logged into your account and/or the Services for thirty or more continuous days; or
6. the provision of the Services brought to you by MX is, in MX's sole opinion, no longer commercially viable.

Export Restrictions:

The Services and underlying information, software and technology are subject to U.S. export controls. None of the Services or underlying information, software or technology may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, North Korea, Iran, Sudan, Syria or any other country subject to U.S. sanctions applicable to the export or re-export of goods; or (ii) to anyone on the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons List, or the U.S. Commerce Department's Denied Persons List, Unverified List, Entity List, or Nonproliferation Sanctions List. By using the Services, you agree to the foregoing and you represent and warrant that you are not located in, under the control of, or a national or resident

of any such country or on any such list, and that you acknowledge you are responsible to obtain any necessary U.S. government authorization to ensure compliance with U.S. law.

Use by the U.S. Government:

The Services provided under these Terms are a commercial item, as defined in FAR 2.101; specifically, one or more commercial computer software programs developed exclusively at private expense, used for nongovernmental purposes, and licensed to the public. Any use by the U.S. Government of the Services shall be in accordance with this Agreement, as stated in FAR 12.212. If the U.S. government is deemed to have use rights under FAR 52.227 or DFARS 227, all use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19, and all use, duplication and disclosure by Department of Defense agencies is subject solely to the terms of this Agreement, as stated in DFARS 227.7202. The manufacturer of the Services is MX Technologies, Inc., whose corporate headquarters is located at 3401 North Thanksgiving Way, Suite 500, Lehi, Utah 84043 and whose telephone is (801) 669-5500.

Feedback:

You have no obligation to give MX any suggestions, enhancement requests, recommendations, comments or other feedback ("Feedback") relating to the Services. To the extent we receive any Feedback from you, we may use and include any Feedback that you choose to voluntarily provide to improve the Services or any other related technologies. Accordingly, if you provide Feedback, you agree that such Feedback will become MX's proprietary information and MX and its affiliates, third-party providers, partners, employees, distributors, agents and other authorized entities may freely use, reproduce, license, distribute, and otherwise commercialize the Feedback in the Services or other related technologies.

Communication:

We will communicate with you by email, text or by posting notices on the Site or through the Services. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing. Electronic alerts will be sent via text, email or notification through the Services (in the case of email and text, to the email address or phone number you provided when registering for the Services). Your consent to receive communications electronically is valid until you revoke your consent notifying us of your decision to do so. If you revoke your consent to receive communications electronically, we may terminate your right to use the Services.

You understand and agree that any alerts provided to you through the Services may be delayed or prevented by a variety of factors. While MX will use commercially reasonable efforts to provide timely and accurate alerts, we neither guarantee the delivery or accuracy of the content of any alert. You agree that MX shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you; or any third party reliance on an alert. Automatic alerts may be sent to you updating you to certain changes to your account. Voluntary alerts may be turned on by default. Voluntary alerts may then be customized, deactivated or reactivated by you.

If you request customer service or other assistance from MX, you acknowledge and agree that MX is authorized to access and view your Account Information to provide such assistance and support.

Endorsements:

All products and service marks contained on or associated with the Services that are not MX marks are the trademarks of their respective owners. References to any names, marks, products or services of third parties or hypertext links to third-party sites or information do not constitute or imply MX's endorsement, sponsorship, guarantee or recommendation of the third party, information, products or services.

Disclaimers of Warranties:

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (a) YOUR USE OF THE SERVICES, THE SITE, AND ALL INFORMATION, PRODUCTS, SERVICES, AND OTHER CONTENT (INCLUDING THAT OF THIRD PARTIES) INCLUDED IN OR ACCESSIBLE FROM THE SERVICES OR THE SITE IS AT YOUR SOLE RISK; (b) THE SERVICES, THE SITE, AND ALL CONTENT AND PRODUCTS ASSOCIATED WITH MX ARE BEING PROVIDED "AS IS" AND "AS AVAILABLE"; (c) TO THE MAXIMUM EXTENT PERMITTED BY LAW, MX, ITS AFFILIATES, AND OUR AND THEIR RESPECTIVE THIRD-PARTY PROVIDERS, PARTNERS, LICENSORS, EMPLOYEES, DISTRIBUTORS AND AGENTS DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE SITE, THE SERVICES AND ANY THIRD-PARTY SERVICES, IN WHOLE OR IN PART, INCLUDING (i) ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, FUNCTIONALITY, TITLE AND NON-INFRINGEMENT, (ii) REPRESENTATIONS AND WARRANTIES THAT THE SITE OR THE SERVICES WILL MEET YOUR REQUIREMENTS, WILL BE SECURE, THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIALS PURCHASED OR OBTAINED BY YOU THROUGH THE SITE AND/OR THE SERVICES WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS, AND THAT ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED, (iii) REPRESENTATIONS AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING AND COURSE OF PERFORMANCE, (iv) ANY WARRANTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATED TO THE COMPREHENSIVENESS, COMPLETENESS, CORRECTNESS, LEGALITY, RELIABILITY OR ACCURACY OF THE SERVICES OR THIRD-PARTY SERVICES, IN WHOLE OR IN PART, (v) ANY WARRANTY THAT THE SERVICES WILL BE SECURE, UNINTERRUPTED, TIMELY, VIRUS-FREE OR ERROR-FREE, AND (vi) WARRANTIES RELATED TO THE ACCURACY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES, THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE CORRECTION OF DEFECTS IN THE SERVICES, OR THAT THE SERVICES WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE OR SOFTWARE; (d) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF THE SITE AND/OR THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK; (e) YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE SERVICES OR THIRD-PARTY SERVICES; AND (f) THE CURRENT STATE OF THE SITE AND THE SERVICES DOES NOT ALLOW FOR ERROR-FREE USE OF THE SERVICES AND THAT INTERRUPTIONS, CRASHES, DOWNTIME AND DELAY IN SERVICES MAY OCCUR.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MX THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

Limitations on Liability:

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MX, ITS AFFILIATES, AND OUR AND THEIR RESPECTIVE THIRD-PARTY PROVIDERS, PARTNERS, LICENSORS, EMPLOYEES, DISTRIBUTORS AND AGENTS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES, CLAIMS OR LOSSES INCURRED, INCLUDING COMPENSATORY, INCIDENTAL, INDIRECT, DIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, INCLUDING DAMAGES FOR TELECOMMUNICATION FAILURES, LOSS, CORRUPTION, SECURITY OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF PRIVACY, OR PECUNIARY LOSS ARISING OUT OF YOUR USE OR YOUR INABILITY TO USE THE SERVICES; ARISING IN CONNECTION WITH YOUR USE OF THE SITE OR THE SERVICES, INCLUDING ANY INTERRUPTION, INACCURACY, ERROR OR

OMISSION IN YOUR USE OF THE SERVICES; ANY ACT OR OMISSION BY US IN ADMINISTERING THE SITE OR THE SERVICES; OR THE PURCHASE OR USE OF ANY GOODS OR SERVICES OF MERCHANTS OR SUPPLIERS THROUGH THE SITE OR THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. WE ASSUME NO RESPONSIBILITY FOR ANY DAMAGE CAUSED BY YOUR ACCESS OR INABILITY TO ACCESS THE SITE OR THE SERVICES.

THE LIMITATIONS OF DAMAGES SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE AGREEMENT BETWEEN MX AND YOU. MX WOULD NOT BE ABLE TO PROVIDE THE SERVICES WITHOUT SUCH LIMITATIONS. THIS LIMITATION OF DAMAGES IS AGREED TO BY YOU AND MX AND SURVIVES A FAILURE OF ITS ESSENTIAL PURPOSE. SOME STATES DO NOT ALLOW LIMITATIONS ON INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Indemnification:

You agree, at your expense, to defend, indemnify, hold harmless, protect and fully compensate MX, its affiliates, and their respective officers, directors, employees, consultants, agents, distributors, partners, licensors and third-party providers from any and all claims, liability, damages, losses, expenses and costs (including attorneys' fees) caused by or arising from (a) a third-party claim, action or allegation of infringement based on your use of the Service or information, data, files or other content you submitted or uploaded; (b) any fraud, manipulation, or other violation of Law by you; (c) a breach of these Terms by you; (d) your acts or omissions; or (e) any third-party claim, action or allegation brought against MX arising out of or relating to a dispute between its users over the terms and conditions of a contract or related to the purchase and sale of any services. For the avoidance of doubt, if you are a business entity, your obligations hereunder shall extend to indemnification based on the acts and omissions of your employees, consultants and agents.

No Waiver:

MX shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by MX. No delay or omission on the part of MX in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a waiver of any rights or remedies on future occasions.

Exclusive Agreement:

You agree that these Terms are the complete and exclusive agreement between you and MX. These Terms supersede any proposal or prior agreement, oral or written, and any other communications between you and MX relating to the subject matter of these Terms. These Terms, as the same may be amended from time to time, will prevail over any subsequent oral communications between you and MX.

Miscellaneous:

You agree and acknowledge that if you breach these Terms, MX may have no adequate remedy at law and will suffer irreparable harm as a result of such a breach and will therefore be entitled to injunctive relief without the obligation of posting a bond.

The titles and headings of these Terms are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in these Terms shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of these Terms to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of these Terms shall not be affected thereby and

shall be found to be valid and enforceable to the fullest extent permitted by Law. All covenants, agreements, representations and disclaimers as to warranties and limitations on liability made in these Terms shall survive your acceptance of these Terms and the termination of these Terms.

MX may modify these Terms, at any time and without notice to you, by delivering such amended terms to the email address you provide to MX at the time of registration or that you subsequently updated, or by posting updated Terms on the Site. You manifest your acceptance of such amended terms if you continue to use or access the Services after such amended terms have been delivered to you by email or posted. If you do not agree with such amended terms, your only remedy is to discontinue your use of and access to the Services pursuant to these Terms. Otherwise, these Terms may not be amended except in writing signed by MX and you.

For all purposes of these Terms, except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined herein include the plural as well as the singular and vice-versa; (ii) all headings are for convenience only and shall not affect the interpretation or construction of these Terms; and (iii) the words "including," "included" and "includes" mean inclusion without limitation.

Choice of Law and Forum for Disputes:

By visiting or using the Site and/or the Services, you agree that the laws of the State of Utah, without regard to principles of conflict of laws, will govern these Terms. To the extent that these Terms conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by Law. You agree that any claim or dispute of any sort that might arise between you and MX, its officers, directors, employees, agents or affiliates must be brought in Salt Lake County or Utah County, Utah, subject to applicable jurisdictional requirements in any such action or proceeding. You irrevocably waive any objection to such venue. You understand that, in return for your agreement to this provision, MX is able to offer the Services as these Terms designate and that your assent to this provision is an indispensable consideration to these Terms.

You also acknowledge and agree that, with respect to any dispute with MX, its officers, directors, employees, agents or affiliates, arising out of or relating to your use of the Services or these Terms: (i) YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; and (ii) YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING SUCH DISPUTE.

Contact Information:

MX Technologies, Inc.

3401 North Thanksgiving Way, Suite 500

Lehi, Utah 84043

tech.support@mx.com

MasterCard Automated Billing Updater
Opt-Out Notice

MasterCard requires all financial institutions, who offer credit and debit cards, to participate in the MasterCard Automated Billing Updater (“ABU”). ABU will provide updates to participating merchants who maintain your card information on file, to process your preauthorized payments. Examples of these participating merchants may include subscription services or utility companies.

This service will allow participating merchants to receive your updated card information, when you receive a new card for any reason—for example expired, lost or stolen cards. The Credit Union is providing you the ability to opt-out of ABU should you choose not to participate. To opt-out, please fill in the blanks below. You may drop off to any Suffolk Branch or mail to address below:

Suffolk Credit Union
3681 Horseblock Road
Medford NY 11763
Attn: Support Services

Should you choose to opt-out of this service, you will be responsible for providing your new card information to participating merchants. You may incur additional fees from your merchant if you do not provide your updated information in a timely manner.

If you have any questions regarding this service, please contact us at (631) 924-8000.

Print Name

Member Number

Signature

Date

Suffolk Debit Card Last 4 digits _____

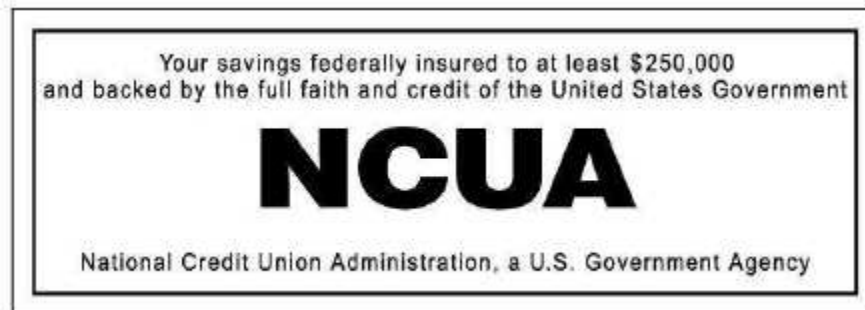
Suffolk Credit Card Last 4 digits _____

TRUTH-IN-SAVINGS DISCLOSURE LIQUID CERTIFICATE

Maturity Date:			Effective Date:			Teller #:			
The rates, fees, and terms applicable to your account at the Credit Union are provided with this Truth-in-Savings Disclosure. The Credit Union may offer other rates for these accounts from time to time.									
Rate Schedule									
	Dividend Rate/ APY*	Rate Type	Minimum Opening Deposit	Dividends Compounded	Dividends Credited	Dividend Period	Additional Deposits	Withdrawals	Renewable
Liquid Share Certificate	0.80%	Fixed	\$10,000	Daily	Monthly	Account's Term	Not Allowed	Allowed – See Transaction Limitations Section	Automatic

Account Disclosures

1. **RATE INFORMATION** – The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For the Liquid Share Certificate accounts, the dividend rate and annual percentage yield are fixed and will be in effect for the initial term of the account. For accounts subject to dividend compounding, the annual percentage yield assumes that dividends will remain on deposit until maturity. A withdrawal of dividends will reduce earnings.
2. **DIVIDEND PERIOD** - For Each account, the dividend period is the account's term. The dividend period begins on the first day of the term and ends on the maturity date,
3. **DIVIDEND COMPOUNDING AND CREDITING** – The compounding and crediting frequency of dividends are stated in the Rate Schedule. For Liquid Share Certificate accounts, at your option, you may choose to have dividends credited to your certificate account, paid to you by check or transferred to another account, of yours. If you choose to have dividends paid to you by check or transferred to another account, compounding will not apply.
4. **BALANCE INFORMATION** – To open any account, you must deposit or already have on deposit the minimum required share(s) in any account. Some accounts may have an additional minimum opening deposit requirements. The minimum balance method as said in the Rate schedule dividends are calculated by applying a daily periodic rate to the principal in the account each day.
5. **ACCRUAL OF DIVIDENDS** – For Liquid Share Certificate accounts, dividends will begin to accrue on noncash deposits (e.g., checks) on the business day you make the deposit to your account. For Liquid Share Certificate accounts, if you close your account before accrued dividends are credited, accrued dividends will not be paid.
6. **EARLY WITHDRAWAL PENALTY** – If the member chooses to close the Certificate within the first 6 days of the term, a penalty will be applied equal to 7 days simple interest. See Transaction Limitations for additional information.
7. **TRANSACTION LIMITATIONS** – Members may make partial withdrawals from their share certificate accounts during the term of the certificate after the account has been established at least 7 days and cannot make additional partial withdrawals from the certificate more often than every 7 days. At the time of the partial withdrawal, an early withdrawal penalty of at least seven days' simple interest on amounts withdrawn within six days after each partial withdrawal will be assessed.
8. **MATURITY** – your account will mature as stated on this Truth-in Savings Disclosure or on your account receipt or Renewal Notice.
9. **MINIMUM DEPOSIT/BALANCE** – The minimum balance to open the share certificate and qualify for the rate is \$10,000, if at any point during the term of the share certificate the balance drops below the minimum for the month a \$25 fee will be charged to the account.
10. **RENEWAL POLICY** – The Renewal Policy for your accounts is stated in the Rate Schedule. For accounts that automatically renew for another term, you have a grace period of ten (10) days after maturity in which to withdraw funds in the account without being charged an early withdrawal penalty.
11. **NONTRANSFERABLE/NONNEGOTIABLE** - Your account is nontransferable and nonnegotiable.



TRUTH-IN-SAVINGS DISCLOSURE

MATURITY DATE:	EFFECTIVE DATE:	Teller No:
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The rates, fees and terms applicable to your account at the Credit Union are provided with this Truth-in-Savings Disclosure. The Credit Union may offer other rates for these accounts from time to time.

RATE SCHEDULE									
	Dividend Rate/ Annual Percentage Yield (APY)	Rate Type	Minimum Opening Deposit	Dividends Compounded	Dividends Credited	Dividend Period	Additional Deposits	Withdrawals	Renewable
<input type="checkbox"/> Regular Certificate <input type="checkbox"/> IRA Certificate									
3 Month	/	Fixed	\$500.00	Daily	Monthly	Account's Term	Not Allowed	Allowed - See Transaction Limitations section	Automatic
6 Month	/								
12 Month	/								
24 Month	/								
36 Month	/								
48 Month	/								
60 Month	/								
Special	/								
Special	/								
Product Opened:									
		Fixed	\$500.00	Daily	Monthly	Account's Term	Not Allowed	Allowed - See Transaction Limitations section	Automatic Special Term renew at 12 month

ACCOUNT DISCLOSURES

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

1. RATE INFORMATION — The annual percentage yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for an annual period. For Regular Certificate and IRA Certificate accounts, the dividend rate and annual percentage yield are fixed and will be in effect for the initial term of the account. For accounts subject to dividend compounding, the annual percentage yield is based on an assumption that

dividends will remain on deposit until maturity. A withdrawal of dividends will reduce earnings.

2. DIVIDEND PERIOD — For each account, the dividend period is the account's term. The dividend period begins on the first day of the term and ends on the maturity date.

3. DIVIDEND COMPOUNDING AND CREDITING — The compounding and crediting frequency of dividends are stated in the Rate Schedule. For Regular Certificate and IRA Certificate accounts, at your option, you may choose to have dividends credited to your certificate account, paid to you by check or transferred to another account of yours. If you elect to have dividends paid to

you by check or transferred to another account, compounding will not apply.

4. BALANCE INFORMATION — To open any account, you must deposit or already have on deposit the minimum required share(s) in any account. Some accounts may have additional minimum opening deposit requirements. The minimum balance requirements applicable to each account are set forth in the Rate Schedule. For accounts using the daily balance method as stated in the Rate Schedule dividends are calculated by applying a daily periodic rate to the principal in the account each day.

5. ACCRUAL OF DIVIDENDS — For Regular Certificate and IRA Certificate accounts, dividends will



begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. For Regular Certificate and IRA Certificate accounts, if you close your account before accrued dividends are credited, accrued dividends will not be paid.

6. TRANSACTION LIMITATIONS — For all accounts, your ability to make deposits to your account and any limitations on such transactions are stated in the Rate Schedule. After your account is opened, you may make withdrawals subject to the early withdrawal penalties stated below and your account will be closed. Partial withdrawals are not allowed.

7. MATURITY — Your account will mature as stated on this Truth-in-Savings Disclosure or on your Account Receipt or Renewal Notice.

8. EARLY WITHDRAWAL PENALTY — We may impose a penalty if you withdraw funds from your account before the maturity date.

a. Amount of Penalty. For Regular Certificate and IRA Certificate accounts, the amount of the early withdrawal penalty is based on the term of your account. The penalty schedule is as follows:

Terms of 12 months or less	180 days' dividends earned since the date of issuance, whichever is the lesser; however, the penalty will not be less than seven (7) days' dividends.
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Terms of longer than 12 months	270 days' dividends earned since the date of issuance, whichever is the lesser; however, the penalty will not be less than seven (7) days' dividends.
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b. How the Penalty Works. The penalty is calculated as a forfeiture of part of the dividends that have been or would be earned on the account. It applies whether or not the dividends have been earned. In other words, if the account has not yet earned enough dividends or if the dividends have already been paid, the penalty will be deducted from the principal.

c. Exceptions to Early Withdrawal Penalties. At our option, we may pay the account before maturity without

imposing an early withdrawal penalty under the following circumstances:

- (i) When an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction.
- (ii) Where the account is an Individual Retirement Account (IRA) and any portion is paid within seven (7) days after the establishment of the account; or where the account is a Keogh Plan (Keogh), provided that the depositor forfeits an amount at least equal to the simple dividends earned in the amount withdrawn; or where the account is an IRA or Keogh and the owner attains age 59½ or becomes disabled.

9. RENEWAL POLICY — The renewal policy for your accounts is stated in the Rate Schedule. For accounts that automatically renew for another term, you have a grace period of ten (10) days after maturity in which to withdraw funds in the account without being charged an early withdrawal penalty. The Special Term accounts will renew for a term of 12 months.

10. NONTRANSFERABLE/NONNEGOTIABLE — Your account is nontransferable and nonnegotiable.

