

## Business Member Benefits Guide Table of Contents

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The Business Rate Disclosure and Business Fee Schedule are provided separately from this document and are included here by reference. Please keep these for your records.



## MISSION STATEMENT

Broadview Federal Credit Union: Member owned, volunteer governed, community focused and employee (em)powered, creating value, measuring success in lives improved.

## MEMBER BILL OF RIGHTS

Broadview is a cooperative financial institution whose strength is drawn from its members. As a member of Broadview, you are part of a unique organization. One of the privileges of being a member/owner is that you have certain specific rights.

- As a member of Broadview, you are a shareholder and, as such:
  - have the right to cast one vote for each vacancy on the Board of Directors
  - have the opportunity to attend the Annual Meeting
  - have access to monthly financial reports
- As a member of Broadview, you can expect to receive quality service without discrimination of any kind.
- You will be greeted by friendly employees trained to serve you in a courteous and timely manner. You will also have access to the names, positions, and functions of the credit union staff providing these services.
- As a member of a cooperative financial institution, you will benefit from and enjoy competitive products and services, as well as access to multiple technological services as developed. Staff will be happy to explain them to you.
- As a member/owner, you have the advantage to express any concerns regarding the services provided, question any decisions, and receive a response within a reasonable time.
- You have the comfort of knowing that all your financial information will remain private and confidential.
- For your peace of mind, funds in all business share accounts are insured up to \$250,000 by the National Credit Union Administration, a federal government agency.

## ZERO TOLERANCE STATEMENT

At Broadview, we believe in creating a courteous, inclusive, and safe environment for all. Everyone deserves to be treated with respect. We have zero tolerance for abusive or discriminatory behavior toward employees, members, or guests during interactions with Broadview.

Broadview strives to be responsive to the needs of its membership. Therefore, it is important that you understand all of your rights. You are welcome to address questions and comments to:

Broadview Administration  
4 Winners Circle  
Albany NY 12205

## WELCOME

This Business Member Benefits Guide welcomes you to Broadview Federal Credit Union (Broadview and/or credit union). It contains important information, including our account disclosures. Please keep this guide for future reference.

Additionally, Broadview's Bylaws, which we may amend from time to time, establish basic rules about our credit union policies and operations which affect your account and membership. You may obtain a copy of the Bylaws on [broadviewfcu.com](http://broadviewfcu.com) or by request.

Broadview is chartered in many cities and towns in its service areas, which means that anyone who lives, works, worships, or attends school, as well as businesses and other legal entities, in these municipalities are eligible to join Broadview.\*

To become a Broadview business member, an owner or principal of the business must submit written proof that the business operates in one of the municipalities included in Broadview's field of membership or that the owner/principal lives, worships, works, or attends school in one of these municipalities, or the company/organization is an existing Broadview Member Group. Otherwise, a written letter of request for membership must be submitted. A sample letter can be obtained in any Broadview branch or by visiting [broadviewfcu.com](http://broadviewfcu.com).

Once you become a business member, you are eligible to remain a member for the rest of the life of your business even if your business moves out of the area. And, as long as you are eligible for membership, your employees are also eligible.

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\* A full list of employer groups, associations, and charter cities is also available at [broadviewfcu.com](http://broadviewfcu.com).

**To Join Broadview** – To become a business member, a Broadview Business Membership Application must be completed, and you must provide a copy of your Certificate of Incorporation, Articles of Organization, Operating Agreement or any other documents as proof of legal organization. Additionally, you must open a primary savings account (Business Savings) with a minimum deposit of \$1. Your \$1 deposit includes the purchase of your par value (one share) in Broadview, which is required to establish membership. The primary membership share must remain on deposit in your account at all times in order for you to be afforded the privileges of business membership. If the balance in your primary savings account drops below the minimum balance of \$1 at any time, we may, at our option, transfer funds from any other account we may designate in order to increase your primary savings account balance to the required \$1 minimum or close your account within the timeframe outlined in Broadview's Bylaws. You further agree that you will use your business account(s) for business purposes only, and not for personal, family, or household purposes.

Once you open a primary savings account, you are eligible for many products and services, which are described online at [broadviewfcu.com](http://broadviewfcu.com).

Broadview will generally approve membership applications when the potential member is deemed to have met all membership and other eligibility requirements. Broadview reserves the right to deny a new membership or to reinstate membership under certain circumstances, including, but not limited to, when there is: (i) an unpaid loss to the credit union; (ii) previous abusive behavior toward credit union staff, other members, or anyone doing business with or at Broadview; or (iii) previous fraud or wrongdoing committed against the credit union, whether or not there was a financial loss.

**Customer Identification Program (CIP) Disclosure – Important Information about Procedures for Opening New Accounts** – 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 or is added as a signatory to an account or has access to new or existing deposit accounts and loans. When you open an account, we will ask for your name, residential and business addresses, date of birth, taxpayer identification number, and other

information that will allow us to identify you and any of the signers on your account. We may also ask to see your driver's license or other identifying documents.

**You Agree to Notify Broadview of Any Changes or Corrections to Your Physical, Mailing or Email Address, or Your Phone Number(s) Within a Reasonable Timeframe.** In order to change your address with Broadview, you must: call our Member Service Center; use our secure form in online banking; or visit a branch location. In addition to support address updates, Broadview will utilize secured U.S. Postal Service information that contains updated address information provided by you. Updated address information obtained from the U.S. Postal Service will result in a notification to you. It will be your responsibility to notify Broadview of any inaccuracies with your current address of record.

**Business (Beneficial) Owner** – We are required to identify a business's beneficial owners. A beneficial owner is defined as someone meeting at least one of the following criteria: (i) directly or indirectly owns 25% or more of the business; or (ii) has significant responsibility to control, manage, or direct the legal entity. A beneficial owner does not have to be an authorized signer on the Broadview business account.

**Account Ownership** – Broadview is authorized to recognize any of the signatures on your Broadview Business Membership Application in the payment of funds or the transaction of any business for your account. All sums deposited into business accounts are owned by the business, without the right of survivorship, and are subject to the withdrawal by, or receipt of, any signer. Payment to any signer shall be presumed valid and releases Broadview from any liability for such payment absent gross negligence by Broadview. The provisions of this paragraph may not be changed by any signer without written notice to Broadview.

**Authorized Signer** – By identifying a person as an authorized signer, you are authorizing a person to be on the Broadview business account with the ability to execute any document required to transact business, inclusive of signing or endorsing any order for payment or withdrawal of funds from this account on behalf of the business.

The only individuals entitled to add and/or delete authorized signers from this account are business

owners or authorized representatives from the Board of Directors.

**Authorization for Transactions** – You have authorized Broadview to pay checks signed by you or any signer(s) on the account, or honor Broadview business debit card transactions on the account, and to charge all such payments and any fees against your account.

**Required IRS Information** – Federal law requires certification under penalty of perjury that the Taxpayer Identification Number (TIN) furnished to Broadview is your correct number, and your TIN is not subject to backup withholding or the business is not subject to backup withholding. As a business, the TIN is the Employer Identification Number (EIN) assigned to your business, or the business owner's Social Security Number (SSN), if applicable. The Internal Revenue Service does not require consent to any provision of this document other than the certification required for backup withholding. Failure to provide a valid TIN and to complete and sign a Broadview Business Membership Application certifying a SSN/EIN for this purpose could result in backup withholding being applied to all dividends at Broadview.

**Adding Accounts** – As a Broadview business member, you may add additional products and services to your business account. The authorized signer(s) on the new products or services will be the same as those on the original account. However, if you wish to use a different Taxpayer Identification Number (TIN) on any business account, you must complete and sign a new Broadview Business Membership Application and you will be assigned a new business member number relating to the additional TIN.

## ACCOUNT TYPES

### SAVINGS ACCOUNT DISCLOSURE

**Variable-Rate Accounts** – All dividend-bearing savings accounts at Broadview, with the exception of share certificate accounts, are variable-rate accounts. Variable-rate accounts are those accounts in which the dividend rate and Annual Percentage Yield (APY) may change after the account is opened. Broadview reserves the right to change this rate at any time and at its sole discretion.

**Balance Computation Method** – Broadview uses the average daily balance method to calculate dividends on

savings accounts, with the exception of share certificate accounts. The average daily balance method applies a periodic rate to the average daily balance in the account for the dividend period. The average daily balance is determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the period.

**Compounding and Crediting of Dividends** – Dividends on Broadview savings accounts are compounded monthly and credited to members' accounts at the end of each month. Dividends are available only after they have been credited. Withdrawal of dividends may reduce the earnings on the account. If the account is closed before dividends are credited, accrued dividends will be credited at the time the account is closed.

**When Dividends Begin to Accrue** – Your account begins to accrue dividends on the business day the deposit posts. Deposits made on Sundays and Broadview holidays begin to accrue dividends on the next business day.

**Dividend Period** – The dividend period at Broadview is inclusive of the first day of each month to the last day of each month.

**Fees** – All Broadview business accounts are subject to fees and/ or charges as disclosed in the Business Fee Schedule. Broadview reserves the right to change the Business Fee Schedule at its sole discretion with proper notice.

### Minimum Balance Requirements

**Primary Savings Account (Business Savings)** – A minimum balance of \$1, which includes the par value required for membership, must be maintained in order to keep the account open. To earn dividends on the Business Savings account, the account must maintain an average daily balance of \$100 or more.

**Business Choice Savings Account** – There is no minimum balance requirement. To earn dividends, the account must maintain an average daily balance of \$100 or more.

**Business Money Market Account** – There is no minimum balance requirement. To earn dividends, the account must maintain an average daily balance of \$.01 or more.

## Transaction Limitations

**Business Savings** – No transaction limitations apply, except that limits apply when using your Broadview Business debit card as disclosed in your Broadview Business Debit Mastercard® Electronic Fund Transfers (EFT) Regulation E Disclosure.

**Business Choice and Business Money Market** – No transaction limitations apply.

## CHECKING ACCOUNT DISCLOSURE

**Business Checking Accounts** – The disclosures in this section are applicable to the following Broadview business checking account products: Business Ease Checking, Organizational Checking, Business Elite Checking, and Business Analyzed Checking.

Refer to Broadview's Business Fee Schedule to determine the correct account based on anticipated transaction volumes.

Broadview offers both dividend and non-dividend bearing checking account options.

**Fees** – All Broadview business accounts are subject to fees and/or charges as disclosed in the Business Fee Schedule. There is no monthly maintenance fee. Broadview reserves the right to change the Business Fee Schedule at its sole discretion with proper notice.

There may be contracted fees on your business accounts, based on transaction volume and Broadview reserves the right to change our fee structure at any time, based on transaction volumes and may increase your monthly fee accordingly. These fees are contracted for a one-year term and are up for evaluation on a semi-annual basis.

**Overdraft Protection** – Broadview offers the option of Business Cash Reserve loans to provide overdraft protection for business checking accounts. A business loan application is required for Business Cash Reserve loans as is income and ownership information. Loans are rated based on credit worthiness.

**Account Conversion** – Fee structures for Broadview business account options are based on transaction volume. We reserve the right to convert your account to another type of business account based on your transaction volumes as assessed semi-annually. We

will give you 30 days' notice if we elect to convert your account.

## NON-DIVIDEND BEARING CHECKING ACCOUNT DISCLOSURE (Business Ease Checking and Business Analyzed Checking)

**Dividends** – This account does not earn dividends.

## Minimum Balance Requirements

**Business Ease Checking** – The minimum balance required to open this account is \$100. Thereafter, no minimum balance requirements apply to this account.

**Business Analyzed Checking** – The minimum balance required to open this account is \$100. To keep this account open, you must maintain a balance equal to \$1 in your account each day.

**Transaction Limitations** – No transaction limitations apply, except that daily limits apply when using your Broadview Business debit card as disclosed in your Broadview Business Debit Mastercard® Electronic Fund Transfers (EFT) Regulation E Disclosure.

**Additional Information for Business Analyzed Checking** – This account earns credits on deposit balances that may offset activity fees.

## DIVIDEND BEARING CHECKING ACCOUNT DISCLOSURE

**Variable-Rate Accounts** – Broadview's dividend-bearing checking accounts are variable rate accounts. Variable-rate accounts are those accounts in which the dividend rate and Annual Percentage Yield (APY) may change after the account is opened. Broadview reserves the right to change this rate at any time and at its sole discretion.

**Balance Computation Method** – Broadview uses the average daily balance method to calculate dividends on business checking accounts. The average daily balance method applies a periodic rate to the average daily balance in the account for the dividend period. The average daily balance is determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the period.

**Compounding and Crediting of Dividends** – Dividends on business checking accounts are compounded monthly and credited to business members' accounts at

the end of each month. Dividends are available only after they have been credited. Withdrawal of dividends may reduce the earnings on the account. If the account is closed before dividends are credited, accrued dividends will be credited at the time the account is closed.

**When Dividends Begin to Accrue** – Your account begins to accrue dividends on the business day the deposit posts. Deposits made on Sundays and Broadview holidays begin to accrue dividends on the next business day.

**Dividend Period** – The dividend period at Broadview is inclusive of the first day of each month to the last day of each month.

### **Minimum Balance Requirements**

**Organization Checking** – The minimum deposit to open this account is \$100; however, there is no monthly average balance requirement to earn dividends.

**Business Elite Checking** – The minimum balance required to open this account is \$100. To earn dividends, and to avoid a monthly maintenance fee, the account must maintain an average daily balance of \$2,500 or more.

**Transaction Limitations** – No transaction limitations apply to checking accounts, except that daily limits apply when using your Broadview Business debit card as disclosed in your Broadview Business Debit Mastercard® Electronic Fund Transfers (EFT) Regulation E Disclosure.

## **SPECIALTY BUSINESS CHECKING ACCOUNTS**

### **IOLA Checking Account Disclosure**

**Variable-Rate Accounts** – Broadview's dividend-bearing checking accounts are variable rate accounts. Variable-rate accounts are those accounts in which the dividend rate and Annual Percentage Yield (APY) may change after the account is opened. Broadview reserves the right to change this rate at any time and at its sole discretion.

**Balance Computation Method** – Broadview uses the average daily balance method to calculate dividends on business checking accounts. The average daily balance method applies a periodic rate to the average daily balance in the account for the dividend period. The average daily balance is determined by adding the full

amount of principal in the account for each day of the period and dividing that figure by the number of days in the period.

### **Compounding and Crediting of Dividends** –

Dividends on Broadview business checking accounts are compounded monthly and credited to business members' accounts at the end of each month. Dividends are available only after they have been credited. Withdrawal of dividends may reduce the earnings on the account. If the account is closed before dividends are credited, accrued dividends will be credited at the time the account is closed.

**When Dividends Begin to Accrue** – Your account begins to accrue dividends on the business day the deposit posts. Deposits made on Sundays and Broadview holidays begin to accrue dividends on the next business day.

**Dividend Period** – The dividend period at Broadview is inclusive of the first day of each month to the last day of each month.

**Minimum Balance Requirements** – There is no minimum balance requirement.

**Transaction Limitations** – No transaction limitations apply.

**Additional Information** – In order to open this account, you must maintain a Business Savings account.

The details of the relationship between the law firms and their clients must be ascertainable from the records maintained, in good faith and in the regular course of business, by the law firm administering the account. It is not Broadview's responsibility to maintain any details of the relationship between the law firms and their clients or the separation of funds.

### **Real Estate Escrow Checking Account Disclosure**

**Dividends** – This account does not earn dividends.

**Fees** – Fees for additional banking services are deducted from the operating account on file, not from clients' funds on deposit in the escrow checking product.

**Minimum Balance Requirement** – There is no minimum balance requirement.

**Transaction Limitations** – No transaction limitations apply.

**Additional Information** – In order to open this account, you must maintain a Business Savings account.

The details of the relationship between the escrow agents and their clients and principals must be ascertainable from the records maintained, in good faith and in the regular course of business, by the escrow agent administering the account. It is not Broadview's responsibility to maintain any details of the relationship between the escrow agents and their clients or the separation of funds.

### SHARE CERTIFICATE ACCOUNT DISCLOSURE

**Rate Information** – Share certificates are fixed-rate accounts, which means the dividend rate and the Annual Percentage Yield (APY) will not change after the account is opened through the agreed-upon term. The dividend rate is set by the credit union.

**Compounding and Crediting of Dividends** – Dividends on share certificates accrue daily and are considered earned as accrued. Dividends are paid the last day of the month except when partial withdrawals are made or early closeout occurs. Withdrawals of dividends will, however, reduce the earnings on the account.

### Minimum Balance Requirement

The minimum opening deposit for share certificates is \$5,000. To earn the quoted Annual Percentage Yield (APY) on your share certificate, the stated minimum balance must be maintained in the share certificate.

**Balance Computation Method** – For share certificates, Broadview uses the daily balance method to calculate dividends.

The daily balance method applies a daily periodic rate to the account balance each day.

**Fees** – All Broadview business accounts are subject to fees and/ or charges as disclosed in the Business Fee Schedule. Broadview reserves the right to change the Business Fee Schedule at its sole discretion with proper notice.

**Transaction Limitations** – Withdrawals from the account may be subject to early withdrawal penalties if

made prior to the maturity date (see next section).

**Early Withdrawal Penalties** – We will impose a penalty if you withdraw any of the principal funds before the maturity date. Early withdrawal penalties are calculated on the principal amount being withdrawn; penalties assessed may invade the certificate principal. These penalties are assessed in the following manner:

| Term               | Penalty             |
|--------------------|---------------------|
| < 12 months        | 90 days' dividends  |
| > 12 – < 36 months | 180 days' dividends |
| > 36 months        | 365 days' dividends |

### Withdrawal of Dividends Prior to Maturity –

The Annual Percentage Yield (APY) is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

**Renewal** – All share certificates will automatically renew at maturity. As stated previously, the minimum balance in the regular share certificate is \$5,000, which will be required at the time the account is converted. If the \$5,000 is not available in the certificate or otherwise provided by the business member, the funds in the certificate will instead be moved to the business member's Business Savings account. Broadview will give a business member owning a share certificate at least 10 days' notice prior to the maturity and automatic renewal of share certificates.

Generally, share certificates will renew at the most current rate for the same term. If the current term is no longer offered, the maturing share certificate will be renewed for the closest term available. A 10-day grace period after the maturity date allows you to withdraw the funds, change the terms, or transfer funds to another account at Broadview without incurring a penalty. To obtain current rates, you may call Broadview at 800-727-3328 or visit [broadviewfcu.com](http://broadviewfcu.com).

### TERMS AND CONDITIONS APPLICABLE TO ALL ACCOUNTS

**Nature of Dividends** – For dividend-bearing accounts, other than share certificate accounts, dividends are paid from current income and available earnings, after required transfers to reserves, at the end of the dividend period.

**Withdrawal of Funds** – Broadview's Bylaws give the credit union the authority to impose a written notice

requirement of up to 60 days for withdrawal of funds on deposit. We reserve the right to limit the dollar amount of cash withdrawals.

**All Business Accounts** – Broadview is authorized to recognize any of the signatures on your Broadview Business Membership Application in the payment of funds or the transaction of any business for your account. All sums paid into the business accounts are owned by the business, without right of survivorship, and are subject to the withdrawal by, or receipt of, any signer. Payment to any signer shall be presumed valid and releases Broadview from any liability for such payment, absent gross negligence by Broadview. The provisions of this paragraph may not be changed by any authorized signer without written notice to Broadview.

**Notification of Changes in Account Type** – The credit union also reserves the right to change these accounts to other types of accounts without the business member's approval if, in the credit union's judgment, the change is not adverse to the business member. The credit union will notify the business member within 30 days after the change is effective.

If the credit union determines that a change to another type of account would be adverse to the business member, the change will not be made without prior notification. Fee structures for Broadview business account options are based on transaction volumes. Broadview reserves the right to convert your account to another type of business account based on your transaction volumes as assessed semi-annually. Broadview will provide 30 days' notice if we elect to convert your account.

**Credit Union Right of Offset** – If you become indebted to us for any reason, including causing a loss on the books of the credit union, and you do not pay what you owe us according to the terms of your agreement(s) with us, we may take funds from any credit union account in which you have an ownership interest, to the extent not otherwise prohibited by law, without notice to you, to collect all or part of what you owe us. This consent by you is in addition to our right of offset under applicable state and/or federal law. Our exercising this right will not be an election of remedies and will not impair our rights to pursue any other remedies we may have. Your consent to our right of offset is not a pledge by you of any account and does not affect your right to withdraw funds as long as you meet your obligations

to us. Our right will take priority over any third-party claim to your account and over the rights of others claiming an interest in your account, such as pay-on-death beneficiaries to whom your account transfers in the event of your death. You promise to pay all costs of collecting the amount you owe under this agreement, including court costs and reasonable attorney fees. Please note that a check or other item you deposit may be returned unpaid after we have made the funds available to you. If this happens, the amount of the returned check or item will be deducted from your account balance.

If you have an overdrawn account, any deposits may be applied to the negative balance first.

**Payment of Checks Presented** – The credit union may pay a check on whatever day it is presented for payment, notwithstanding the date (or any other limitations on the time of payment) appearing on the check. When paid, checks become the property of the credit union and will not be returned either with the periodic statement of this account or otherwise. Except for negligence, the credit union is not liable for any action it takes regarding the payment or nonpayment of a check.

Checks and other items are paid in the order in which they are received for payment.

**Closure of Accounts** – The credit union may close savings accounts (other than a primary savings account) and checking accounts after 180 consecutive days at a zero balance. Share certificates will generally close within 30 days if the balance is zero.

### **Overdraft Disclosure**

An overdraft occurs when there is not enough available money in your checking account to cover a transaction (based on your account's **Available Balance**), but Broadview pays the transaction anyway.

Your checking account has two balances: the **Current Balance** and the **Available Balance**. Both can be checked when you review your account online, at an ATM, by phone, or at a branch. It is important to understand how the two balances work so that you know how much money is in your account at any given time. Here is an explanation of the **Current Balance** and the **Available Balance** and how they work.

Your **Current Balance** is the full amount of all deposits to your account, even though some portion of a deposit may not be available to you, minus payment transactions that have actually been paid by us and fees that have posted. The **Current Balance** does not include preauthorized commitments to pay merchants that are pending settlement (for example, debit card transactions that have not yet been presented for payment and posted to your account), nor all or portions of checks or other deposits that have not yet posted. Thus, while the term “current” may sound as though the amount you see is an up-to-date display of what is in your account that you can spend, that is not always the case.

**Available Balance** is the amount of money in your account that is immediately available for use. It is the **Current Balance** minus holds placed on deposits, minus debit card payment commitments that have been authorized but that have not yet been paid by us and posted to your account, and minus other holds on funds, such as any garnishment or pending fees.

Broadview uses the **Available Balance** to determine whether a transaction that is presented for payment will be paid and whether an Insufficient Funds Charge will be assessed. In addition, for transactions that require authorization by Broadview, such as ATM withdrawals and debit card transactions, Broadview uses the **Available Balance** at the time authorization is requested to determine whether the transaction will be authorized.

It is very important to understand that you may still overdraw your account even though the **Available Balance** and **Current Balance** appear to show there are sufficient funds to cover a transaction that you want to make. This is because your balances may not reflect all your outstanding checks and automatic bill payments that you have authorized, or other outstanding transactions that have not been paid from your account.

In addition, your **Available Balance** may not reflect all of your debit card transactions. For example, if a merchant obtains our prior authorization but does not present a one-time debit card transaction for payment within three (3) business days of authorization (or 2 hours for certain automated fuel dispenser transactions, or up to thirty (30) business days for certain types of debit card transactions), we must release the authorization hold on the transaction. The **Available Balance** will not reflect this transaction once the hold has been released until

the transaction has been presented to us and paid from your account.

**Broadview is not under any obligation to pay overdrafts, except debit card transactions that are authorized by us for payment.**

Broadview's Premium Overdraft is a discretionary service automatically available to members who maintain their checking account in good standing and in a responsible manner, providing overdraft coverage to potentially prevent items/transactions from being returned or declined. Premium Overdraft provides automatic discretionary coverage for checks, ACH debit transactions, recurring and one-time debit card, and ATM transactions.

While there is no fee to have Premium Overdraft coverage, when we pay overdraft items for you, you may be charged our Insufficient Funds Charge as stated in the Broadview Business Fee Schedule. There is no limit to the total fees we can charge you for overdrawing your account. You can decline all overdraft coverage by contacting Broadview at 800-727-3328 or by stopping by any of our branches. If you decline all overdraft coverage, transactions that would otherwise overdraw your account will be declined or returned unpaid and potentially subject to an Insufficient Funds Charge by Broadview, as described in the Broadview Business Fee Schedule, as well as any fees assessed by the merchant.

Each checking account with Premium Overdraft has a dynamic overdraft limit that determines the maximum amount of overdraft protection that is available. The dynamic overdraft limit is a customized amount based on factors such as how long an account has been open, as well as the amount and frequency of deposits into the account. Therefore, your overdraft limit may change based on your daily account activity.

Both the item(s) presented and the associated fee(s) are subtracted from the dynamic limit.

The following example illustrates how the foregoing can work<sup>1</sup>:

Assume both your **Current Balance** and **Available Balance** are \$100, and you swipe your debit card at a restaurant for \$80. The restaurant may ask Broadview to authorize the payment. If it is authorized, then your **Available Balance** will be reduced by \$80 so your

**Available Balance** becomes \$20. Your **Current Balance** is still \$100. Before the restaurant charge is presented to us for payment, a check that you wrote for \$110 is presented to us for payment. Because you have only \$20 in your **Available Balance** (you have committed to pay the restaurant \$80) and if the amount of the Premium Overdraft available to you is not sufficient to cover the remaining \$90, your check will be returned unpaid. Since the check amount of \$110 was more than your **Available Balance** of \$20, an Insufficient Funds Charge of \$25 will be charged, resulting in a **Current Balance** of \$75 and an **Available Balance** of -\$5. Later, when the \$80 restaurant charge is presented and posted to your account, you will not have enough money in your **Available Balance** because of the intervening check. However, Broadview is obligated to pay the restaurant charge because it was authorized. Broadview will not charge an Insufficient Funds Charge for the restaurant charge even though your **Available Balance** is insufficient when the restaurant payment is presented for payment to your account because there was enough money in your **Available Balance** when the transaction was authorized.<sup>1</sup>

#### **How Transactions are Posted to Your Account.**

Basically, there are two types of transactions that affect your account: credits (deposits of money into your account) and debits (payments out of your account). It is important to understand how each is applied to your account so that you know how much money you have and how much is available to you at any given time. This section explains generally how and when we post transactions to your account.

**Credits.** Deposits are generally added to your account when we receive them. However, in some cases when you deposit a check, the full amount of the deposit may not be available to you at the time of deposit. Please refer to the Funds Availability Disclosure for details regarding the timing and availability of funds from deposits.

**Debits.** There are several types of debit transactions. Common debit transactions are generally described below. Keep in mind that there are many ways transactions are presented for payment by merchants, and we are not necessarily in control of when transactions are received.

**Checks.** When you write a check, it is processed through check processing networks. We receive data files of cashed checks each day. The checks drawn on your

account are compiled from these data files and paid each day. We process the checks in the order they are received. Additionally, checks can be presented and paid in branch, which is reflected in both your **Current Balance** and **Available Balance** immediately.

**ACH Payments.** We receive data files every day with Automated Clearing House (ACH) transactions. These include, for example, automatic bill payments you have authorized. ACH transactions for your account are posted throughout the day in order of receipt.

#### **PIN-Based Debit Card Purchase Transactions.**

These are purchase transactions using your debit card for which a merchant may require you to enter your personal identification number (PIN) at the time of sale. They are processed through a PIN debit network. These transactions are similar to ATM withdrawal transactions because the money is usually deducted from your **Available Balance** and **Current Balance** immediately at the time of the transaction. However, depending on the merchant, a PIN-based transaction may not be immediately presented for payment; in that case, an authorization hold will reduce your **Available Balance** by the amount authorized, but the transaction will not affect your **Current Balance** until it is presented for payment and paid by us. The transaction is subsequently processed by the merchant and presented to us for payment. These payment requests are received in real time throughout the day and are posted to your account when they are received.

#### **Signature-Based Debit Card Purchase Transactions.**

These are purchase transactions using your debit card that are processed through a signature-based network. Rather than entering a PIN, you typically sign for the purchase; however, merchants may not require your signature for certain transactions. Merchants may seek authorization for these types of transactions. The authorization request places a hold on funds in your account when the authorization is completed. This is referred to as an "authorization hold". An authorization hold will reduce your **Available Balance** by the amount authorized, but the transaction will not affect your **Current Balance** until it is presented for payment and paid by us. The transaction is subsequently processed by the merchant and submitted to us for payment. This can happen hours or sometimes days after the transaction, depending on the merchant and its payment processor. These payment requests are received in real time throughout the day and are posted to your account when they are received.

The amount of an authorization hold may differ from the actual payment because the final transaction amount may not yet be known to the merchant when you present your card for payment. For example, if you use your debit card at a restaurant, a hold will be placed in an amount equal to the bill presented to you; but when the transaction posts, it will include any tip that you may have added to the bill. The amount of an authorization hold may also differ from the final transaction amount when you present your debit card for payment. We cannot control how much a merchant asks us to authorize, or when a merchant submits a transaction for payment.

For debit card transactions involving merchant authorization holds, there may be a delay between the hold being applied and the transaction being presented to us for payment and posting to your account. During the delay, intervening transactions may impact the **Available Balance** in your account.

**Periodic Statements** – You will receive a monthly or quarterly statement itemizing the activity on your savings and checking accounts, as applicable. You are responsible for examining each statement and reporting any irregularities to us as soon as possible. Broadview will not be responsible for any forged, altered, or unauthorized item drawn on your account, or for any other alleged error on your account, if you fail to notify us within sixty (60) days of the mailing date of the earliest statement on which the item appears. Errors involving an electronic funds transfer will be governed by the error resolution requirement found in the Electronic Fund Transfers (EFT) Regulation E Disclosure later in this Business Member Benefits Guide.

If you choose to receive a paper copy of your statements, they will be delivered via U.S. mail. If statements we mail are returned to us, we may destroy them. We are not responsible for statements lost while not in our possession. You may obtain additional copies of your statements, for a fee, as disclosed in the Business Fee Schedule. You may choose to receive your statements electronically. If you elect to use Broadview's eStatement service, you will receive a notice when the statements are ready and you will retrieve them through online banking.

**Authorization to Obtain Information** – You authorize us to check your account, employment, and credit history, including obtaining reports from third parties and credit reporting agencies, in order to verify your eligibility for accounts and services we may offer.

**Credit Reporting** – We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

**Other Terms** – All Broadview accounts are also subject to such other terms, conditions, and service charges as the credit union may establish from time to time.

**Transferability of Account** – All Broadview accounts are nontransferable, except on the books of the credit union.

**Notice of Denial of Services** – Broadview reserves the right to limit access, up to and including all services, except a basic Savings account and the right to vote at annual and special meetings, to any business member (individual or business) who: has a delinquent loan of more than 15 days; has caused the credit union a financial loss; exhibits abusive behavior toward credit union staff, other members, or anyone doing business with or at Broadview; conducts transactions that are or threaten to become a violation of the Bank Secrecy Act's anti-money laundering rules and other high-risk, high-dollar financial activity that is beyond Broadview's risk tolerance for such transactions and account activity, and/or has a bad address on file. Where a business member has a delinquent loan, created a loss to the credit union, engaged in abusive conduct, performed high-risk transactions that are covered by this policy, or has a bad address on file, management in its sole discretion may require a business member to transact business only by mail, limit access to one non-dividend bearing account, and otherwise restrict use of the credit union's services including, but not limited to, internet banking, debit and credit cards, and available credit on existing lines of credit to protect member assets, employees, and others doing business with the credit union. Except in the cases of security breaches necessitating immediate action, delinquent loans, bad addresses, and other high-risk transaction activity, the business member affected by the action will be notified of the planned action prior to it being taken to allow the business member to adjust financial relationships to the extent possible before the effective date for the limitation of services.

**Expulsion from Membership** – We may terminate your membership in Broadview Federal Credit Union in one of three ways. The first way is through a special meeting. Under this option, we may call a special meeting of the members, provide you an opportunity to be heard,

and obtain a two-thirds vote of the members present at the special meeting in favor of your expulsion. The second way to terminate your membership is under a nonparticipation policy given to each member that follows certain requirements. The third way to terminate your membership is by a two-thirds vote of a quorum of the directors of the credit union for cause.

Cause is defined as follows: (A) a substantial or repeated violation of your account agreement with us; (B) a substantial or repeated disruption, including dangerous or abusive behavior, to the credit union's operations; or (C) fraud, attempted fraud, or a conviction of other illegal conduct that a member has been convicted of in relation to us, including in connection with our employees conducting business on behalf of us.

Before the board votes on an expulsion, we must provide written notice to your mailing address (or email, if applicable) on record or personally provide the written notice. We must provide the specific reasons for the expulsion and allow you an opportunity to rebut those reasons through a hearing if you choose. It is your responsibility to keep your contact information with us up to date, and to open and read notices from us. Unless we determine to allow otherwise, there is no right to an in-person hearing with the board. If you fail to request a hearing within 60 calendar days of receipt of the notice, you will be expelled. You may submit any complaints about your pending expulsion or expulsion to NCUA's Consumer Assistance Center if the complaint cannot be resolved with the credit union.

We will confirm any expulsion with a letter with information on the effect of the expulsion and how you can request reinstatement. Expulsion or withdrawal from membership does not relieve a member of liability to the credit union, and we may demand immediate repayment of the money you owe to us after expulsion, subject to any applicable contract terms and conditions.

**Electronic Communications** – By applying for membership, you authorize us to send you, from time to time, and to the extent permitted by applicable law, electronic communications regarding the status of any savings, checking, and/or share certificate account(s) you maintain with us. You also authorize us to send you electronic communications regarding any other accounts you may maintain with us from time to time including, but not limited to, loan accounts, credit line accounts, and credit card accounts. These electronic communications are sometimes referred to as

“transactional or relationship messages.”

You authorize us to contact you using any wireless, cellular, mobile or other telephone number you have provided to us on your membership application, and at any wireless, cellular, mobile or other telephone number you may furnish to us or we may obtain from you in the future. We may contact you using any electronic means we choose, which may include, but is not limited to, voice messages, text messages and other similar electronic methods of communication. If you have furnished us with any e-mail address(es), you understand and agree that we may send you e-mail messages regarding your account(s) with us from time to time. If you have or subsequently enter into any separate consent to receive electronic documentation, any communications covered by such disclosure and consent shall be subject to the terms and conditions set forth in that disclosure and consent.

You understand that the nature of electronic communications is such that anyone with access to your wireless, cellular, mobile or other telephonic device or e-mail may be able to read or listen to such transactional or relationship messages from us, and you agree that any person or party sending or leaving such messages shall have no liability for any consequences resulting from the interception of such messages by any other party. Without limitation, you also agree that you are responsible to pay all costs that you may incur as a result of any contact method we choose including, but not limited to, charges for telecommunications, wireless and/or internet charges.

**Incorporation by Reference** – The disclosures, fees, and policies set forth herein, including the Funds Availability and Broadview Business Debit Mastercard® Electronic Fund Transfers (EFT) Regulation E Disclosure sections of this Business Member Benefits Guide, together with any Business Rate Disclosure or Business Fee Schedule adopted and approved by Broadview from time to time, are incorporated into this agreement by reference. You agree that you have received, read, and accepted any additional terms and conditions set forth therein.

**Governing Law** – This Agreement and all related documents, and all matters arising out of or relating to the making or performance of this Agreement, are governed by, and construed in accordance with and enforced under the laws of the State of New York, without giving effect to the conflict of laws provisions thereof.

## WIRE TRANSFERS

Broadview-initiated wire transfers are governed by Federal Reserve Regulation J, Article 4A of the New York Uniform Commercial Code, Electronic Fund Transfers (EFT) Regulation E (if applicable), and all related security procedures established by Broadview.

**Security Procedures** – Broadview follows commercially reasonable security and identity verification procedures. You agree to be bound by any payment order, whether or not authorized, issued in your name and accepted by us in compliance with the security procedures employed by Broadview. Business members have the option to complete a Wire Transfer Agreement setting forth additional wire security measures or to authorize someone else who is not on the account to perform wire transfers on behalf of the business.

**Payment Orders** – A wire transfer request must be initiated using a wire transfer request form provided by Broadview. Wire transfers may be initiated in person, in any branch, or by calling the Member Service Center at 800-727-3328.

**Your Liability** – Wire transfers will be executed according to your instructions on the wire request form. If you provide Broadview with a wire transfer request which identifies the beneficiary by both name and identifying account number, payment may be made by the beneficiary financial institution on the basis of the identifying bank account number, even if the number identifies a person different than the named beneficiary. This means that Broadview will not be responsible if the funds transfer is completed on the basis of the identification number that was provided. If you give Broadview a wire transfer request form which identifies an intermediary or beneficiary's financial institution by both name and an identifying number, a receiving financial institution may rely on the number as proper identification, even if it identifies a different person at the named financial institution. Broadview has no duty and is under no obligation to detect any inconsistency between the beneficiary's account number and the name on the account. This means that Broadview will not be responsible for any loss or expense incurred by a beneficiary financial institution, which executes or attempts to execute the funds transfer in reliance on the identifying number you provided. Expenses incurred by the beneficiary institution may be deducted from the returned funds or will be charged to the sender and will not be the responsibility of Broadview.

**Our Liability** – Broadview will be liable for any errors we make in initiating a wire transfer, for example, if we do not provide a funds transfer on time, if we initiate a wire for the incorrect amount, or if we cause funds to be transferred to any account other than the account specified in the wire transfer request form. You agree that your transfer instructions constitute authorization for us to complete the wire transfer. You represent and warrant to us that you have enough funds in your account to make any funds transfer you request.

You understand and agree that we are not liable under any circumstances for any losses or damages if, through no fault of our own, you do not have enough funds to make the funds transfer and the funds transfer is not completed or is later reversed or if the funds transfer would exceed any limit set by Broadview, another bank involved in the transaction, or by law or regulation.

## FUNDS AVAILABILITY

Our policy is to not delay the availability of funds that you deposit into your account any longer than necessary. During any required delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written. Once available, the funds are accessible for your use.

**Determining the Availability of a Deposit** – The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Sundays and federal holidays. If you make a deposit before 6:00 p.m. or the hour in which the branch closes on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 6:00 p.m. or after the hour in which the branch closes, or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Refer to [broadviewfcu.com](http://broadviewfcu.com) for a list of branch hours and locations. The length of the delay varies depending on the type of deposit and is explained below.

**Immediate Availability** – Unless a longer delay applies, as described below, funds from the following deposits are available immediately:

- U.S. Treasury checks that are deposited in an account held by a payee of the check
- Wire transfers and other electronic transfers, including pre-authorized credits, such as Social Security benefits and payroll payments
- Checks drawn on Broadview

- Cash
- State and local government checks that are deposited in an account held by a payee of the check
- Cashier's, certified, and teller checks that are deposited in an account held by a payee of the check
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are deposited in an account held by a payee of the check
- Traveler's checks
- Loan payments

Our policy on availability of funds from check deposits is as follows:

**Check Delays** – Unless an exception applies, the delay for other check deposits, including deposits made at Point of Banking (POB) locations or deposits not made in person to one of our employees, such as if you mail the deposit or make a deposit to a proprietary ATM, will be a maximum of two (2) business days following the banking day of deposit. Thus, a check deposited on Monday will generally be available for withdrawal on Wednesday, although the first \$275 will be available the next business day.

**Longer Delays May Apply** – Funds you deposit by check, above the first available \$275, may be delayed for an extended period if you deposit checks in excess of \$6,725 on any one day.\*\*

For the following circumstances, the full amount of the deposit will be held until the date disclosed on the extended hold notice:

1. We believe a check you deposit may not be paid.
2. You redeposit a check that has been returned unpaid.
3. You've overdrawn your account repeatedly in the last six months.
4. 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. If we place an extended hold, funds from your deposit will generally be available no later than the fifth business day after the day of your deposit.

**Special Rules for New Accounts** – If you are a new business member, the following special rules will apply during the first 30 days your account is open:

1. The first \$6,725 from a deposit of U.S. Treasury checks will be available on the first business day after the day of your deposit. The excess over \$6,725 will be available on the fifth business day after the day of your deposit.
2. Funds from wire transfers into your account will be available on the first business day after the day we receive the transfer.
3. Funds from deposits of cash and the first \$6,725 of a day's total deposits of cashier's, certified, teller, traveler's, and state and local government checks will be available on the first business day after the day of your deposit, if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$6,725 will be available on the fifth business day after the day of your deposit. If you do not make the deposit in person to one of our employees, the first \$6,725 will not be available until the second business day after the day of your deposit.
4. Funds from all other check deposits will be available on the fifth business day after the day of your deposit.

## SUBSTITUTE CHECK POLICY DISCLOSURE

### Substitute Checks and Your Rights — [Important Information About Your Checking Account]

#### *What Is a Substitute Check?*

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

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\*\* Example of Extended Hold – In the event you deposit a check totaling \$7,000 on any one day, the first \$275 will be available to you the next business day. The next \$6,450 will be available on the second business day after your deposit. The remaining \$275 will be available on the fifth business day after your deposit.

### *What Are My Rights Regarding Substitute Checks?*

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to dividends on the amount of your refund if your account is a dividend-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws.

If you use this procedure, you may receive up to \$2,500 of your refund (plus dividends if your account earns dividends) within 10 business days after we received your claim and the remainder of your refund (plus dividends if your account earns dividends) not later than 45 calendar days after we received your claim. We may reverse the refund (including any dividends on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

### *How Do I Make a Claim for a Refund?*

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at Broadview, Attention: Payment Operations, Patroon Creek Corporate Center, 700 Patroon Creek Blvd., Albany, NY 12206-1067 or by phone at: 800-727-3328. You must contact us within 40 calendar days of the date that we mailed the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later.

We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you

received is insufficient to confirm that you suffered a loss; and

- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, the amount of the check.

### **BUSINESS MEMBER BULK DEPOSIT GUIDELINES**

Deposits may be dropped off at any branch for processing. For “same-day” processing, deposits must be received by 3:00 p.m. Monday through Friday and by noon on Saturday. Deposits received after these times will be posted on the next business day, as will deposits made on Sunday.

In order to process your deposit quickly and accurately, please follow the guidelines below:

#### **Checks**

- Separate Broadview checks from those from other financial institutions
- Make sure that all checks are facing the same direction
- Use the check’s written amount as the amount you record on the deposit slip
- Be sure that all checks are signed, dated, and endorsed
- Remove all staples and paper clips from individual checks
- Complete the entire deposit slip
- Use a rubber band or paper clip to hold each deposit together

#### **Cash**

- Organize cash by denomination with all bills face-up and facing the same direction
- Double check your cash count
- Complete a separate deposit slip or add the cash to the deposit slip used for checks

**Please note:** If there is a discrepancy in the deposit amount, an adjustment will be made to your account within one to five business days. A receipt for the adjustment will be mailed to you.

### **BUSINESS MEMBER NIGHT DEPOSITORY GUIDELINES**

Broadview shall furnish business members two zippered bags upon request for the business members’ bulk deposits. The bags remain the sole property of Broadview and are on loan to the business member. Upon receipt of the bags, the business member will receive one key for the night depository drop. In the event the business member closes the Broadview

account associated with these bags, both bags and the key will be returned to Broadview. If they are not returned, a bag and key charge equal to the cost of replacement bags and key will be debited from the business member's account prior to closing the account. If the bags/key are lost or stolen, the business member may purchase additional bags or keys from Broadview at a charge specified in the Broadview Business Fee Schedule.

The member shall list the deposit, itemizing the currency, each check, or other item included in the deposit. This itemization must include the account number and the suffix to which the deposit is to be credited. The member should retain a copy for his/her own records. The deposit will be posted the following business day or sooner if Broadview elects. Broadview shall open the deposit bag, verify the deposit, and credit the appropriate account in an amount equal to the amount of the deposit received. If verification discloses a discrepancy between the amount of the deposit as shown on the itemization, and the amount of the deposit received, Broadview will notify the member of the discrepancy. No relationship of debtor or creditor between Broadview and the member shall arise until the bag has been opened by Broadview and the deposit has been credited to the member's account.

The findings and records of Broadview made jointly by any two employees, as to the presence in or absence from the depository of any deposit and as to the contents thereof shall be conclusive and binding upon the member. Broadview will correct any difference in deposit by a debit or a credit to the appropriate account of deposit. Check holds will be placed if applicable. (See Funds Availability)

The night depository is to be used only for bulk deposits that consist of cash, checks, and coin (hereinafter referred to as "items") and is not to be used for any dangerous or unlawful purpose. Broadview reserves the right to refuse to accept, as part of any bulk deposit, one or more items, or to refuse an entire bulk deposit.

The relationship between the member and Broadview as to all property placed in the night depository shall be that of bailor and bailee of such property and Broadview shall not be liable to the member as an insurer of said property.

Broadview may terminate the Night Depository Agreement with any member at any time without notice to the member and in the event of such termination, or of any other discontinuance of the use of the depository by the member, all equipment furnished under the agreement will be immediately returned to Broadview and any deposits being held for such equipment will be reimbursed to the member.

Broadview reserves the right to withdraw the night depository from use at any time without notice in case of emergency or need for repairs and shall not be liable for any resulting loss. Broadview shall not be responsible or liable at any time for the operation, safety, or condition of the night depository or of any keys, locks, or other equipment loaned or furnished for use in connection therewith.

### **BUSINESS MEMBER CONFIDENTIALITY COMMITMENT**

Broadview is firmly committed to maintaining the confidentiality of our business members' financial information. We pledge that all such information will be securely maintained to the best of our abilities. Broadview also limits the confidential business member information we disclose and the entities to which we provide that information to the extent required by law. Broadview restricts internal access to confidential business member information to only those employees who need such access to assist business members or conduct Broadview business. Each staff member must read and sign a confidentiality agreement concerning his/her responsibilities in safeguarding business member information.

### **What You Need to Know About Web Privacy –**

Broadview treats all information you provide to us in electronic form with the same confidentiality as that provided in person, whether you use our bank-by-phone, ATM network, or internet banking services.

**Linked Sites –** Should you use [broadviewfcu.com](http://broadviewfcu.com) or online banking to link to another site outside of Broadview's control, such as a retail store, news source, or other site, you should be aware that any information you provide may be collected and used by the particular site you visit. In order to ensure the confidentiality of information you may provide on other sites, we suggest that you review each site's privacy policy before proceeding.

**Cookies** – Cookies are small pieces of data that attach to your device to help us recognize your browser and track your session within our site. While you can configure your device to keep it from accepting these cookies, we suggest that you keep this function enabled so that we can better customize the information you receive from us. If you choose to register on broadviewfcu.com to take advantage of any optional services via our website, cookies may be used to help us identify items of interest to you and allow us to notify you of special events, products, and services that match your interests.

**Cookies and Online Banking** – When you enter your username, your internet banking session is tracked by the use of cookies until you exit online banking. All cookies related to your online banking transaction are returned to the server and do not stay resident on your device. That means that once you end your connection to online banking, the cookies are removed from your device.

**Cookies and Online Banking – Enhanced Security Login** – When you add extra security to your device by enabling the Enhanced Security Login, a secure cookie, which is separate and distinct from the cookies previously described, will be placed on your device. This cookie is only used by Broadview to recognize you as an authorized user; it does not contain any personal information.

**Security and Electronic Access** – Because we know that you value the confidentiality of your business, personal, and financial information, Broadview and its service providers use security software that encrypts the information you send us. When you use online banking, only information relative to logging in will be requested. In order to conduct business via online banking, you must access your accounts with a password. Since this is a critical security component, it is essential that you protect your password from unauthorized use. It is also advisable to log off of online banking as soon as you complete your transactions to avoid any other person from accessing your account. Should you forget to log off of our online banking service, our system is designed to automatically end your session as an added protection for you. Loan applications you complete on broadviewfcu.com are encrypted to protect your privacy.

When contacting Broadview via email, it is important to note that only the secure email available via online banking is encrypted. To protect your privacy, it is advisable not to include any confidential information

sent via standard email channels (such as contact with us via broadviewhelp@broadviewfcu.com).

### **Use of Biometric Information**

Broadview Federal Credit Union may offer certain services that use biometric information, such as voice recognition or other biometric identifiers, to help identify you, verify your identity, and protect your accounts from fraud or unauthorized access.

When biometric information is used:

- It is collected and used only for identification, security, and fraud-prevention purposes.
- Participation in biometric-based services is voluntary, and alternative authentication methods are available.
- Biometric information is not sold, used for marketing, or shared except as necessary to provide the service or as permitted by law.
- Biometric information is protected using reasonable administrative, technical, and physical safeguards designed to prevent unauthorized access, use, or disclosure.
- Biometric information is retained only for as long as necessary to fulfill its intended purpose and is securely destroyed in accordance with applicable laws and retention requirements.

Biometric services may be provided directly by Broadview or through trusted service providers acting on Broadview's behalf.

### **Children's Online Privacy Protection Act Statement**

– Broadview's online financial services are not designed for or directed toward children. Broadview does not knowingly solicit or collect any data from children under 13 years of age online without express parental consent or notification. We recognize that protecting children's identities and online privacy is important and that responsibility rests with us and with parents and/or guardians. Please be cautious when providing any personal information about children under 13 years of age online.

**Keeping Your Information Current** – So that we can be certain that you receive all necessary information concerning your accounts, it is important for you to notify us if any of your personal data has changed. If you find that the information that Broadview has on record for you is incorrect, incomplete, or is in need of updating, please contact us, either in writing at: Broadview Account Operations, Patroon Creek Corporate Center, 700 Patroon Creek Blvd., Albany, NY 12206-1067 or by

phone at: 800-727-3328.

**Contacting Us** – If you have any questions about this privacy commitment, or our privacy practices, please contact us:

1. By email at [broadviewhelp@broadviewfcu.com](mailto:broadviewhelp@broadviewfcu.com)
2. By phone at the number listed above, or
3. In person at any of our branch locations.

## **BROADVIEW BUSINESS DEBIT MASTERCARD® ELECTRONIC FUND TRANSFERS (EFT) REGULATION E DISCLOSURE**

**1. Disclosure and Agreement** – By applying to Broadview, the credit union, for the issuance of a Broadview Business Debit Mastercard, you request the credit union to issue a card to be used to access the funds in your checking and/or primary savings account, subject to the terms of the agreement(s) for these accounts and the additional terms of this supplemental agreement. Upon approval, the credit union will issue a debit card to you and any individuals you designate. Upon acceptance, you, and the cardholder(s), agree to the rules and provisions applicable to the card and its use. Cardholders will be prompted to choose a Personal Identification Number (PIN) during the activation process. This number will validate the debit card. If, after receiving the card, you choose not to use it, destroy the card and anything that identifies your PIN. **TO PREVENT FRAUDULENT USE OF THE CARD BE SURE TO SIGN YOUR CARD AND DO NOT WRITE YOUR PIN ON YOUR DEBIT CARD OR CARRY THE PIN WITH YOU. IT IS BEST TO MEMORIZE THIS NUMBER.**

The credit union may, at any time and without notice to the cardholder(s), permit additional types of transactions to be performed through the use of the card. In the event any transaction types that could be performed through the use of the card are eliminated or if changes are made to the limitations applicable to any type of transaction, proper notice will be provided as required by law.

**2. Definitions** – In this agreement “you” and “your” mean the owner of the specific account for which card transactions are permitted, the authorized signers of the specific account, or any person(s) authorized by you to use the debit card.

• **ATM** – An Automated Teller Machine, cash dispensing machine, or script terminal at which a cardholder can

perform transactions.

• **Business Days** – Every day is a business day except Saturdays, Sundays, and federal holidays.

• **Cardholder** – Is you or any person authorized by you to use the debit card.

• **EFT** – There are many kinds of Electronic Fund Transfers, such as direct deposit to your account of payroll or government benefits, and direct transfers to third parties, which you give the credit union prior instruction and authorization to make EFTs may also include authorizations that you give directly to merchants or other third parties to receive payment by automatic electronic transfer from your credit union account. These are sometimes referred to as “ACH (Automated Clearing House) transactions.” Debit card transactions are also considered EFTs.

• **POB** – A Point of Banking location at which a person at a customer service desk processes the transaction for the cardholder.

• **POS** – A Point of Sale terminal at which the cardholder’s Checking account is assessed the amount of a purchase being made at a retail location. The transaction is accepted by the cardholder upon entering his/her PIN or signing the receipt.

**3. Services** – While some of these services may not be available at all terminals and may be subject to transaction limitations set forth in your account agreement, you may use your card at an ATM and such other machines or facilities as we may designate to do the following: (a) withdraw cash from your checking or primary savings account; (b) make deposits to your checking or primary savings account; (c) transfer funds between your checking and primary savings accounts; (d) pay for purchases at places that have agreed to accept the card; (e) take cash advances from your Line of Credit at a Broadview ATM; (f) pay bills directly from your checking account in the amounts and on the days you request.

**4. Electronic Check Conversion** – You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to: (a) pay for purchases; and/or (b) pay bills.

**5. Withdrawals** – You may use your card to withdraw cash at an ATM from your checking or primary savings account. You may also use the card, or the number on the card, for payments, purchases, or to obtain cash advances with merchants, financial institutions, or others

who honor the card for the withdrawal of funds from your checking account that allow withdrawals with a debit card. Any withdrawal or purchase from the checking account will be treated as though it were a check except that: (a) the credit union may charge withdrawals to the checking account in any order it determines, and, if funds are not sufficient to cover all withdrawals, the credit union may pay card withdrawals and dishonor regular checks; (b) the credit union cannot honor stop payment requests on card withdrawals; (c) the maximum aggregate daily withdrawal amount limit is \$1,000 or the combined balances in the checking and primary savings account, whichever is less, to include POS, script, and ATM transactions. The withdrawal amount at these devices could be further limited by the terminal owner; (d) the maximum aggregate daily withdrawal/transaction limitation is \$10,000 or the balance in the checking account, whichever is less, for all signature-authorized purchases performed at a merchant including recurring payments and Internet/phone/mobile wallet purchases; (e) the maximum aggregate daily withdrawal/transaction limitation is \$5,000 or the balance in the checking account, whichever is less, for over-the-counter Mastercard cash advances performed at participating branch locations; (f) the maximum daily withdrawal/transaction limitation is \$10,000 or the balance in the checking account, whichever is less, for PIN POS transactions. The cash back amount at merchant POS and other devices could be further limited by the merchant; (g) the maximum daily withdrawal/transaction limitation is \$2,500 or the balance in the checking account, whichever is less, for PIN-less debit transactions. Cardholders are responsible for ensuring sufficient funds are available prior to authorizing transactions. If an amount is withdrawn in excess of funds available from either the checking or primary savings account, the cardholder(s) promises to reimburse the credit union immediately for the amount overdrawn plus any collection costs and reasonable attorneys' fees, if applicable, or in the event of the checking account, through an overdraft transfer, as provided for in the Account Agreement.

**6. Deposits** – If you do not make your deposit in person (for example if you make your deposit by mail, at an ATM, or at a POB location), that deposit will be subject to content verification and Broadview's Funds Availability Policy prior to releasing the funds. The first \$225 of a deposit will be available on the first business day after the day of the deposit. Longer delays may apply for

deposits made at non-Broadview ATMs or POB locations. Checks payable to any person or entity other than the account holder (third-party checks) will not be accepted for deposit at an ATM.

### **7. Converting Charges Made in a Foreign Currency**

– Transactions including purchases, withdrawals, and cash advances made in foreign currencies will be debited from your account in U.S. dollars. Returns or other credits made in foreign currencies will be credited to your account in U.S. dollars. If a Cross-Border Transaction on a U.S.-issued debit card is submitted to Mastercard in the currency of the country of the merchant, Mastercard will convert the transaction to U.S. dollars using its currency conversion procedure. Mastercard uses either a government-mandated exchange rate, or a wholesale exchange rate selected by Mastercard.

The government-mandated exchange rate or wholesale exchange rate Mastercard uses for a particular transaction is the rate Mastercard selects for the applicable currency on the day the transaction is processed, which may differ from that applicable to the date the transaction occurred or when it is posted to your account. A fee of 1% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign currency conversions.

### **8. Non-Mastercard (PIN-less Debit) Debit Card Transactions**

– Broadview allows non-Mastercard debit transaction processing. This means you may use your Broadview Business Debit Mastercard on a PIN debit network (a non-Mastercard network) without using a PIN to authenticate your transactions. The non-Mastercard debit network through which such transactions are allowed is NYCE®. For Mastercard network transactions, examples of the types of actions that you may be required to make using your debit card include signing a receipt, providing a debit card number over the phone or via the Internet, or swiping the debit card through a POS terminal. Examples of the types of actions you may be required to make to initiate a non-Mastercard transaction on a PIN debit network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through the network, and having your identity verified using known information derived from an existing relationship with you instead of through the use of a PIN. Merchants where you use your card are required to provide you with a clear way of choosing whether to make a debit card transaction if they support

the PIN-less debit option. The terms and conditions of your Broadview Business Debit Mastercard Disclosure relating to Mastercard debit transactions do not apply to non-Mastercard debit transactions. This means the additional limits on liability (referred to as Mastercard's Zero-Liability program) and the streamlined error resolution procedures offered on Mastercard debit card transactions are not applicable to transactions processed on a PIN debit network.

**9. Transaction Posting: ATM, POB, and POS** – Deposits made with a Broadview Business Debit Mastercard at an ATM or POB will be posted to your account at the time of the transaction and begin earning dividends from the transaction date. Withdrawals made at an ATM or POB will be posted to your account and will stop earning dividends as of the transaction date. For POS signature transactions, funds are held at the time of purchase authorization and until the merchant processes the transaction. POS transactions will be posted on the date the funds are deducted from your account.

**10. Liability for Failure to Make Transfers** – If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance: (a) if, through no fault of our own, you do not have enough money (**Available Balance**) in your account to make the transfer; (b) if the transfer would go over the credit limit on your overdraft line; (c) if the ATM where you are making the transfer does not have enough cash; (d) if the terminal or system was not working properly and you were aware of that when you started the transfer; (e) if, through no fault of our own, the EFT is received with incorrect information; (f) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken; (g) there may be other exceptions stated in our agreement with you.

**11. Refusal to Honor Card** – Even though a checking or primary savings account may have a balance sufficient to cover a requested card withdrawal, the cardholder(s) recognizes that merchants, financial institutions, and others who accept the card, or the number on the card, may not be able to determine the actual balance in the cardholder's account. Therefore, the credit union is not liable for the refusal or inability of such persons to honor the card or complete a card withdrawal, or for their retention of the card.

**12. Lost Card Notification** – If your debit card is lost

or stolen, call Broadview immediately at 800-727-3328. Assistance is available 24-hours a day. You may also notify the credit union in writing at Broadview, Patroon Creek Corporate Center, 700 Patroon Creek Blvd., Albany, NY 12206-1067. The prompt reporting of a lost or stolen card may limit the amount of your liability for unauthorized transactions. (See next section).

**13. Liability for Unauthorized Use of Debit Card or Other Unauthorized Transactions** – Tell us AT ONCE if you believe your debit card or PIN is lost or stolen or if you believe that transfer was or will be made without your permission using information from your check or debit card. Telephoning is the best way of keeping your possible losses to a minimum. Call us at 800-727-3328 or write us at Broadview, Patroon Creek Corporate Center, 700 Patroon Creek Blvd., Albany, NY 12206- 1067. Unauthorized ACH transactions must be reported within two (2) banking days, all other unauthorized transactions must be reported as soon as possible to minimize any losses you may incur.

**14. Right to Receive Documentation** – You may get a receipt at the time you make any transfer to or from your account using any ATM. You will receive a monthly account statement if you make any transactions using your debit card. If you arrange to have EFT deposits made to your account at least every sixty (60) days from the same person or company, you can call Broadview's automated bank-by-phone solution, review your account via online banking, Broadview Text Banking, Broadview mobile apps or you can call us at 800-727- 3328 to find out whether or not the deposit has been made.

**15. Right to Stop Payments of Pre-Authorized Transfers** – If you have told us in advance to make regular EFT payments out of your account, you can stop any of these payments. It is your responsibility to provide written notification to the originator of an EFT payment from your account when you wish to change or stop the transaction. The credit union must receive a copy of the above notification to enable us to ensure the transaction does not take place on the account again. Call us at 800-727-3328 or write us at Broadview, Attention: Payment Operations, Patroon Creek Corporate Center, 700 Patroon Creek Blvd., Albany, NY 12206-1067, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, you are also required to put your request in writing and get it to us within fourteen (14) days after you call. If you request us to stop one of these payments

three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. If these regular payments vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment will differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits you set. There may be a fee for stop payment as disclosed in the Business Fee Schedule.

**16. In Case of Errors or Questions About Your Electronic Transactions** – Contact us IMMEDIATELY at 800-727-3328 or write us at Broadview, Patroon Creek Corporate Center, 700 Patroon Creek Blvd., Albany, NY 12206-1067 if you think your statement is incorrect or if you need more information about a transfer. Tell us your name and account number, the dollar amount of the suspected error, and the date it occurred. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information. We will send you a written explanation of our findings after we complete our investigation. You may ask for copies of the documents that we used in our investigation, and we will make these available to you to the extent possible without violating any other person's right to privacy.

**17. Fees** – Debit cards are available at no charge to account holders, however certain functions and transactions performed using the debit card may result in fees as disclosed on the Business Fee Schedule. Fees for a card replacement or functions that our processing network charges Broadview will be assessed to the cardholder.

Fees for balance inquiries and other transactions initiated at non-Broadview ATMs will be assessed against the deposit account. Fees may also be imposed by an ATM owner, operator, or network if the cardholder initiates a transaction from an ATM that is not operated Broadview. You may be charged a fee for a balance inquiry even if you do not complete a fund transfer. You also understand and agree that Broadview and or the ATM owner, operator, or network may charge multiple fees for multiple transactions, for example, a fee for a balance inquiry and a fee for a withdrawal during the same ATM session. The credit union reserves the right to impose additional fees or amend existing fees with proper notice as required by law.

**18. Illegal Transactions** – The credit union prohibits the use of your card for any transaction that is illegal under applicable federal, state, or local law. Use of your card for any unlawful transaction may cause us to terminate your card. Use of your card to initiate any type of unlawful electronic gambling transaction through the Internet is prohibited and may be rejected. Display of a payment card logo by an online merchant does not mean that Internet gambling or other transactions are legal in the jurisdiction in which you are located. You agree that you are responsible for repayment of any and all debts incurred for these transactions. You further agree to indemnify and hold the credit union harmless for any suits, liability, damages, or adverse action of any kind that result directly or indirectly from such illegal use.

**19. Card Ownership and Termination** – The card will remain the property of the credit union and the cardholder(s) agrees to surrender the card to the credit union at any time upon request. Either the credit union or you may terminate the agreement and revoke the card at any time. The cardholder shall be relieved of liability as to transactions occurring after such termination, but no such termination shall affect your liability to the credit union with respect to transactions initiated through the use of the card before termination. Upon any termination, the card shall be returned to the credit union. The credit union reserves the right to refuse to issue a card or to terminate the member's debit card privileges. The credit union may amend this disclosure and any agreement concerning the card in any respect at any time by giving you notice as required by law.

**20. Effect of Agreement** – Even though the transaction forms that the cardholder(s) signs when using the card, or the number on the card, may contain different terms, this Business Member Benefits Guide and Broadview's Business Debit Mastercard Disclosure are the contracts which apply to all transactions involving the card.

**21. Confidentiality** – Here are the circumstances under which we will disclose information to third parties about your account or the transfers you make: (a) where it is necessary for completing transfers; (b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (c) in order to comply with government agency or court orders; (d) if you give your written permission.

**22. Incorporation by Reference** – The disclosures, fees, and policies set forth in the Funds Availability and Agreement sections of Broadview’s Business Member Benefits Guide, together with any Business Rate Disclosure and Business Fee Schedules adopted and approved by Broadview from time to time, are incorporated into this agreement by reference. You agree that you have received, understand, and accept any additional terms and conditions set forth therein.

**23. Governing Law** – This Agreement and all related documents, and all matters arising out of or relating to the making or performance of this Agreement, are governed by, and construed in accordance with and enforced under the laws of the State of New York, without giving effect to the conflict of laws provisions thereof.

### **AUTOMATED BANK-BY-PHONE AGREEMENT ADDITIONAL TERMS AND CONDITIONS**

Introduction - This Agreement and Disclosure specifically governs the Broadview automated bank-by-phone solution and informs you of your rights and responsibilities and the terms and conditions associated with the service you have requested. Please read this Agreement and Disclosure carefully. In this Agreement and Disclosure, the words “you,” “your,” and “yours” mean each and every one who utilizes Broadview’s automated bank-by-phone system. The words “we,” “us,” “our,” “Broadview,” and “credit union” mean Broadview. The words “the Service” refer to Broadview’s automated bank-by-phone system. Access to the Service is limited to eligible account types, as determined by Broadview based on authentication and system capabilities. Eligibility criteria may change.

- 1.** You can activate automated banking-by-phone with a Personal Identification Number (PIN).
- 2.** Please keep your PIN secure and do not share it with anyone. If your PIN is lost or stolen, let us know right away and follow up in writing so we can protect your account.
- 3.** We may occasionally need to pause or adjust access (for maintenance or security.) We will provide notice when required by law. You can cancel automated banking-by-phone at any time by contacting us.
- 4.** The agreement and/or use of automated banking-by-phone is subject to changes under the terms, conditions, and regulations that may be established and with notice as required by law.
- 5.** Automated banking-by-phone is available 24/7, except during scheduled maintenance. Transactions post at the time of completion and are subject to verification.

**6.** You authorize the credit union to institute and collect service charges from your accounts as deemed necessary in accordance with the Fee Schedule. You will be responsible to reimburse any collection costs and reasonable attorney fees.

**7.** You have the ability to change your PIN for the automated bank-by-phone system at your discretion.

**8.** You may use automated banking-by-phone to:  
(i) Request Broadview account information, including account and loan balances, recent account activity, interest and dividend information, and other loan information.

(ii) Transfer funds between your Broadview accounts whenever you request. Restrictions may apply with Holiday Club accounts, share certificates, IRA savings, and IRA certificates.

(iii) Transfer funds to other designated Broadview member accounts if previously authorized.

(iv) Make payments to your Broadview loans from your Broadview accounts. Restrictions may apply with Holiday Club accounts, share certificates, IRA savings accounts, and IRA certificates.

**9.** Incorporation By Reference – This service follows the Funds Availability and Electronic Fund Transfers (Reg E) disclosures and our current Rate and Fee Schedules, which are part of this Agreement.

### **ARBITRATION AGREEMENT**

You and Broadview (the credit union) agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services the credit union has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the credit union and/or any person or entity that is employed by, or owned, in whole or in part, by the credit union (hereafter referred to as the “Claims”). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision (“Arbitration Agreement”), even if the Claims arise out of, affect or relate to any conduct that occurred prior to the Effective Date, including any Claims against any entity that has merged into Broadview, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its applicable rules and procedures for consumer disputes (“Rules”), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at [adr.org](http://adr.org); or, a copy of the Rules can be obtained at any credit union branch upon request. Either you

or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT).

This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf.

This Arbitration Agreement shall not apply to claims that are initiated in or transferred to small claims court.

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

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

**3. Arbitration Proceedings.** The arbitration shall be conducted within 50 miles of your residence at the time

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

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

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

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

**6. Right to Opt Out.** You have the right to opt out of this Arbitration Agreement and it will not affect any other terms and conditions of your Account Agreement or your relationship with the credit union. To opt out, you must

notify the credit union in writing of your intent to do so by the Effective Date, defined above. Your opt out will not be effective and you will be deemed to have consented and agreed to the Arbitration Agreement unless your notice of intent to opt out is in writing and received by the credit union on or before the Effective Date. Your notice of intent to opt out must be in the form of a letter that contains your name and the last 4 digits of your tax identification number, is signed by you and sent to the credit union at: Broadview Account Operations, 700 Patroon Creek Blvd., Albany, NY 12206.

FOR MORE DETAILS or if you have questions, you may call us at 800-727-3328 or visit any Broadview branch. If you have questions about AAA procedures, you should check AAA's website, [adr.org](http://adr.org), or call AAA at (800) 778-7879.