



**This disclosure contains important information about your rights and liabilities, please read thoroughly and retain with your valuable papers for future reference.**

## ***ELECTRONIC FUND TRANSFERS RULES AND REGULATIONS***

The following governs any electronic fund transfer ("Transaction") made by you, or anyone authorized by you, in connection with your accounts at the NY Firefighters Bravest Federal Credit Union ("NY Bravest or Credit Union"), whether initiated by an Automated Teller Machine ("ATM") or debit card ("Card"), by pre-authorized transaction (transfers authorized on a recurring basis at regular intervals), by Audio Response (audio response), via Internet Banking (over the Internet), Mobile or by other means of access provided now or in the future. We will issue you a Personal Identification Number ("PIN") (that you may change to a PIN of your choice) which must be used together with the Card to access our own ATMs or the regional network of ATMs or the national network of ATMs or Point-of-Sale Terminals ("POS").

## ***AGREEMENTS***

Transactions may only be performed while your accounts have sufficient balances to complete the Transaction requested. Wrongfully obtaining funds from the Credit Union by use of a Card or PIN constitutes a federal criminal offense, punishable by fine or imprisonment, or both. All terms and conditions of any written agreements that have been previously made between you and the Credit Union regarding the use of the Card and PIN and any of your Credit Union accounts apply to all Transactions, unless any terms or conditions in those agreements conflict with the rules and regulations set forth in this disclosure, in which case the rules and regulations of this disclosure shall control. All Transactions, whether deposits, withdrawals, or transfers, made with the Card or PIN are subject to verification by us. Any card or other instrument issued by us shall supersede the present instruments.

## ***PROPERTY RIGHTS***

The Card and the PIN are property of the Credit Union and your right to use these in connection with your Credit Union accounts may be terminated at any time without notice. You will surrender your Card or cease to use your PIN whenever we ask for them. You will not allow any other person possession or use of the Card or PIN. It is your responsibility to prevent disclosure and unauthorized use of your Card and your PIN. If you allow any person to use your Card or your PIN, then you will be held liable for any of their use by that person, unless you notify us that the individual is no longer authorized by you to make



Transactions on your accounts. We will, as soon as possible after notification, block further Transactions on your account.

### ***CHANGES***

We reserve the right to change or add to these rules and regulations at any time, upon giving you reasonable notice at least 21 days prior to the effective date of the change. Such notice may consist of enclosing a notice on or in the statement of the account or mailing a notice in a special mailing. Notice to any joint account holder of the Card or PIN is notice to all of you. In the event we determine that an immediate change is necessary to maintain or restore the security of the electronic fund transfer services or to any account, then we may make the necessary change without advising you in advance. We can delay enforcing any of our rights against you without losing them.

### ***ELECTRONIC FUNDS TRANSFER DISCLOSURE YOUR OBLIGATIONS***

It is important to keep your PIN confidential and separate from your Card to prevent someone from using it to make Transactions without your permission.

### ***GENERALLY***

Notify us AT ONCE if you believe your Card or PIN has been lost or stolen or if your statement shows transfers that you did not make. You could lose all the money in your account, plus your maximum overdraft line-of-credit, if any. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

### ***NOTIFICATION OF LOSS***

If you believe your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (518) 453-9748 or after business hours for your Debit or ATM Card at 888-241-2440; or write: Member Services, NY Firefighters Bravest Federal Credit Union, 532 Central Ave. Albany, NY 12206. For a lost or stolen Credit Card call 888-241-2440.

### ***BUSINESS DAYS***

Our business days are Monday through Friday. Credit Union holidays are not included.



## ***ACCOUNT ACCESS***

Indicated below are types of Transactions we are capable of handling, some of which may not apply to your account. The information disclosed to you upon receipt of your Card or PIN will advise you as to what access will be available to you. These Transactions may be at an ATM or POS, through Internet Banking, or any other terminal or device provided now or in the future that is initiated by use of your Card or PIN or both, including:

- Withdraw cash from your Checking or Savings Accounts.
- Make deposits to your Checking or Savings Accounts at locations so designated to receive deposits.
- Transfer funds between your Checking and Savings Accounts whenever you request.
- Pay for purchases or services at places that have agreed to accept the Card or PIN.
- Balance inquiries for a current amount in your Checking or Savings Accounts. This figure may not agree with your records, as some withdrawals, checks, or deposits may not yet be posted to your account.
- Use of information from a Check to make a one-time ACH or POS withdrawal from your account.
- Some of these services may not be available at all terminals.

## ***LIMITATIONS***

You may make unlimited transfers up to the amount of funds in your Savings and Checking Accounts through the ATM, POS, Internet Banking, or telephone during any one-business calendar day. You also may make unlimited deposits. During any interruption of the electronic services system ("off-line" situation), the dollar amount and frequency of Transactions may be reduced. All Transactions made with the Card or a PIN will be subject to the rules, regulations, bylaws or operating procedures of this Credit Union.

## ***PRE-AUTHORIZED CREDITS***

You may make arrangements for certain direct deposits to be accepted into your Checking or Savings Accounts.

## ***FEEES***

Certain fees may be imposed for use of your Card or your PIN as disclosed to you at the time of approval and on the Rate and Fee Schedule you received. If you need information concerning fees for your



Accounts, please request a Fee Schedule by calling (518) 453- 9748 or writing Member Services, NY Firefighters Bravest Federal Credit Union, 532 Central Ave, Albany NY 12206

We do not charge for direct deposits, preauthorized payments, or transfers to any type of account.

When you use an ATM that is not operated by us you may be charged a fee by the ATM operator of the machine or by an automated transfer network used to complete the transfer and you may also be charged a fee for a balance inquiry.

### ***THIRD PARTY DISCLOSURE***

We will disclose information to third parties about your account or transfers you made as follows:

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- In order to comply with a government agency or court orders; or
- If you give us your written permission.

### ***ACKNOWLEDGEMENTS***

You will receive certain documentation.

Terminal Transfers. You may receive a receipt as an acknowledgment for each transaction made to or from your account at any device provided by us now or in the future.

### ***PRE-AUTHORIZED CREDITS***

If you have arranged to have direct deposits made to your account at least once every 30 days from any company, individual, or the government, you may call us at 518-453-9748 to find out whether or not the deposit has been made.

### ***PERIODIC STATEMENTS***

You will receive a monthly statement of your Checking Account. You will receive a monthly statement on your Savings Account unless there are no electronic funds transfer monetary transactions in a particular month, in which case you will receive a quarterly statement on your Savings Account.



## ***PRE-AUTHORIZED PAYMENTS***

If you have a written agreement with us or any company so authorized to initiate such agreement on your account, then we will debit your account as you ordered with the following conditions.

## ***RIGHT TO STOP PAYMENT***

If you told us in advance to make regular payments out of your account you can stop these payments. Here's how: Call us in care of the Members Services Representative (518) 453-9748; or write: Member Services, NY Firefighters Bravest Federal Credit Union, 532 Central Ave, Albany NY 12206, in time for us to receive your request 3 business days or more before the payments scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. There may be a fee associated with the stop payment; see the Fee Schedule for details.

## ***OUR OBLIGATIONS***

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:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If, when applicable by prior agreement, the transfer would go over the limit on your overdraft line.
- If the equipment that you are using does not have enough cash to complete the transaction.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the machine malfunctions or ceases to operate during a transaction.
- If you make a mistake using the ATM, Point-of-Sale, or any other terminal device provided now or in the future.
- If we correct the error before the error causes you any actual damage.
- If funds in your account have been attached, garnished, levied against or we are prohibited by law from paying on your account.
- There may be further exceptions stated in agreements with you, which may be changed from time to time without notice to you.
- If your account is made whole.



## ***ERROR RESOLUTION NOTICE***

In case of questions or errors about your Transactions, call or write us as soon as you can. If you think your statement or receipt is wrong or if you need more information about a transfer listed on your statement or receipt, notify us as soon as you can during business hours:

Call: 518-453-9748; or write:

Member Services

NY Firefighters Bravest Federal Credit Union

532 Central Ave Albany, NY 12206.

We must hear from you no later than 60 days after we first sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number; and
2. Describe the error or 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; and
3. Tell the dollar amount or suspected error.
  - a. If you tell us orally, we may require that you send your complaint or question in writing within 10 business days.

## ***YOUR ABILITY TO WITHDRAW FUNDS AT***

### ***NY FIREFIGHTERS BRAVEST FEDERAL CREDIT UNION***

This policy statement applies to Checking Accounts. These are our transaction accounts, which permit an unlimited number of payments to third parties and unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your deposit available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.



For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 3:00 P.M. EST on a business day that we are open (except on Thursday, time will be extended to 6:00 P.M. EST), we will consider that day to be the day of your deposit. However, if you make a deposit after 3:00 P.M. EST (except on Thursday, time will be extended to 6:00 P.M. EST) or on a day we are not open, we may consider that the deposit was made on the next business day we are open, including deposits made in Night Depositories located on the premises of the Credit Union Offices.

### ***LONGER DELAYS MAY APPLY***

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the third business day after the day of your deposit. However, the first \$200 of your deposits will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees (such as through the night depository, or by mail), or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds would be available.

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.
- You are a new member, with no prior account activity with the credit union.

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

### ***DIVIDEND PAYMENT POLICY***

The dividend policy for this Credit Union is set forth in the Truth-In-Savings Rate and Fee Schedule.



## ***WIRE TRANSFER DISCLOSURE***

According to the Bylaws of the Credit Union, and Subpart B of Regulation J by the Board of Governors of the Federal Reserve ("Reg J"), the following disclosure governs the movement of funds by means of wire transfers, automated clearinghouse ("ACH") credits and some book transfers on the Credit Union records.

This disclosure sets forth the duties, responsibilities, and liabilities of all parties involved in a funds transfer. Using the Credit Union to send or receive funds transfers shall constitute your acceptance of these terms.

To the extent that the terms of this disclosure are in conflict with any other disclosure previously presented to you concerning the terms and conditions of your membership and your accounts, the terms set forth in this disclosure shall control.

This disclosure applies to funds transfers as defined in the UCC and Subpart B of Reg J.

The Credit Union may establish or change cut-off times for the receipt and processing funds transfer requests, amendments, or cancellations. Unless other times are posted for various types of fund transfers, the cut-off time will be at 2:30 p.m. on each day the office is open and which is not a declared federal holiday by the Federal Reserve Board. Payment orders, cancellations, or amendments are received as of the next following funds transfer business day and are processed accordingly.

The Credit Union may charge your account for the amount of any funds transfer initiated by you or by any person authorized by you as joint tenant or other authorized party with the right of access to the account from which the funds transfer is to be made.

The Credit Union may establish, from time to time, security procedures to verify the authenticity of payment order. You will be notified of the security procedure, if any, to be used to verify payment orders issued by you or for which your account will be liable. You agree that the authenticity of payment orders may be verified using that security procedure unless you notify the Credit Union in writing that you do not agree to that security procedure. In that event, the Credit Union shall have no obligation to accept any payment order from you or other authorized parties on the account until you and the Credit Union agree, in writing, on an alternate security procedure.

If you give the Credit Union a payment order which identifies the beneficiary ("recipient of the funds") by name and identifying or account number, you are responsible to the Credit Union if the funds transfer is completed on the basis of the identification or account number you provided. This is true if the beneficiary's financial institution credits the transaction based only on the identifying or account number, even if it the name on the account is a person different than the named beneficiary.

If you give the Credit Union a payment or which identifies an intermediary or beneficiary's financial institution by name and identifying number, a receiving financial institution may rely on the number as





the proper identification even if it identifies a different person than named by the financial institution. Therefore, you are responsible for any loss or expenses incurred by a receiving financial institution which executes or attempts to execute the payment order in reliance on the identifying number you provided.

The Credit Union may give you credit for ACH payments before it receives final settlement of the transfer funds. Any such credit is provisional until the Credit Union receives final settlement of the payment. You are hereby notified and agree, if the Credit Union does not receive such final settlement, that it is entitled to a refund from you of the amount credited to you in connection with that ACH entry. Therefore, you are responsible for funds advanced to you prior to final settlement, and may, if the funds are not actually received by the Credit Union, must repay any funds advanced on your behalf.

ACH transactions are governed by operating rules of the National Automated Clearing House Association. In accordance with these rules, you will receive notice of receipt of ACH items in the periodic statements of your account.

If the Credit Union received funds transfer for you or for other persons authorized to have access to your account, you agree that the Credit Union will provide you with notification of the receipt of all funds transfer by including such items in the periodic statements of your accounts which we provide. You may inquire between receipts of your periodic statements whether or not a specific funds transfer has been received.

By participating in any such transaction named herein, is in itself your acceptance of these rules, policies, and procedures and any other policy or procedure set forth to you at the time of the transaction.

The information contained herein is current as of Nov 14, 2017 and may change at any time.

### ***WEB PAGE***

As a visitor to NY Firefighters Bravest Federal Credit Union's web site, you will remain anonymous unless you choose to provide personal information in order to apply for credit union membership or credit union products and services. Please be advised that we may disclose information on your accounts or information contained in member files, provided to the credit union through this Web Site, to credit bureaus or agencies who have a legitimate purpose for obtaining the information. NY Firefighters Bravest Federal Credit Union is committed to protecting the privacy of each individual who visits our Web site or uses Online Banking. How we use and protect personal information is described below.

### ***HOW WE HANDLE E-MAIL***

NY Firefighters Bravest Federal Credit Union's staff may use personal information contained in email messages to answer questions, follow-up on suggestions or complaints, or improve the quality of our



service. For secure transmissions, your emails to us should be sent using the email section of this Web site. Inquiries sent in this manner are secure and use SSL encryption.

## ***PROTECTING YOUR ONLINE BANKING TRANSACTIONS***

Security is of utmost importance for NY Firefighters Bravest Federal Credit Union and our business partners. Our security efforts are evidenced throughout our infrastructure. Investments have been made for 3rd party assessments, virus protection, network scanners, password management, firewalls, encryption, 24/7 intrusion monitoring at our data centers and facilities security

## ***WHEN INFORMATION IS COLLECTED***

When registering for Internet Banking you are given an opportunity to provide us with an email address. This will be used to identify you when logging in and to be used by NY Firefighters Bravest Federal Credit Union staff to provide you with information associated with the Internet Banking product, or to deliver marketing information related to other NY Firefighters Bravest Federal Credit Union products and services.

When you use Internet Banking, certain online information, including the transactions you conduct are recorded. This allows NY Firefighters Bravest Federal Credit Union staff to confirm your transactions. We gather and analyze data regarding usage of our Web site, including domain name, pages visited, length of user session, etc., to evaluate the usefulness of our site.

## ***BROWSER POLICY STATEMENT***

Browser Compatibility. NY Firefighters Bravest Federal Credit Union recognizes the diverse operating systems and internet browser software that our visitors may be using. While we want every visitor to have the best possible experience on our Web site, we recognize that it is impossible to develop programs and applications that work identically, efficiently and effectively with all browser software. In an effort to provide our members with the best possible products and services, we will focus all future development and support on the latest two versions of major Internet browser software. We believe that utilizing current generation software will ultimately optimize your internet experience. Certain older browser versions may currently work, but their continued use is not recommended, and will eventually lead to degradation of service and functionality. We recommend that anyone using older versions of browser software, upgrade to the most recent version.



## ***COPYRIGHT NOTICE***

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## ***TRADEMARKS***

All other products and service marks contained herein are the trademarks of their respective owners.

## ***CONSENT TO MONITORING AND DISCLOSURE***

NY Firefighters Bravest Federal Credit Union and HomeCU, and OMNICOMMANDER,inc. who partner to make internet services available to NY Firefighters Bravest Federal Credit Union members, are under no obligation to monitor the information residing on or transmitted to this server. However, anyone using this server agrees that NY Firefighters Bravest Federal Credit Union, HomeCu, and OMNICOMMANDER, Inc. may monitor the server contents periodically to (1) comply with any necessary laws, regulations or other governmental requests; (2) operate the server properly or protect themselves and their users. (3) modify, reject or eliminate any information residing on or transmitted to this server that they, in their discretion, believe is unacceptable or in violation of these terms and conditions.

Any information provided to NY Firefighters Bravest Federal Credit Union, including, but not limited to, feedback, application data, answers, questions, comments, suggestions, or the like, shall be deemed to be confidential, and every reasonable precaution will be taken to protect such information from disclosure.

## ***DISCLAIMER OF LIABILITY***

THE USER OF THIS SYSTEM ASSUMES ALL RESPONSIBILITY AND RISK FOR THE USE OF THIS SERVER AND THE INTERNET GENERALLY. NY FIREFIGHTERS BRAVEST FCU AND ITS



AFFILIATES DISCLAIM ALL WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS, EXPRESS OR IMPLIED, WITH REGARD TO THE INFORMATION ACCESSIBLE FROM, OR VIA, THIS SERVER OR THE INTERNET GENERALLY. NY FIREFIGHTERS BRAVEST FCU DOES NOT ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION, APPARATUS, PRODUCT OR PROCESS ACCESSIBLE FROM, OR VIA, THIS SERVER OR THE INTERNET GENERALLY. IN NO EVENT SHALL NY FIREFIGHTERS BRAVEST FCU BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE INFORMATION ACCESSIBLE FROM, OR VIA, THIS SERVER OR THE INTERNET GENERALLY.

### ***EQUAL HOUSING LENDER NOTICE***

We Do Business in Accordance With Federal Fair Lending Laws.

Under the Federal Fair Housing Act it is illegal on the basis of race, color, national origin, religion, gender, handicap, or familial status (having children under the age of 18), to:

1. Deny a loan for the purpose of purchasing, constructing, improving, repairing or maintaining a dwelling, or deny any loan secured by a dwelling; or
2. Discriminate in fixing the amount, interest rate, duration, application procedures or other terms or conditions of such a loan, or in appraising property.

**If you believe you have been discriminated against, you should send a complaint to:**

For processing under the Federal Fair Housing Act –

Assistant Secretary for Fair Housing and Equal Opportunity

Department of Housing & Urban Development

Washington, DC 20410

For processing under NCUA regulations –

National Credit Union Administration Office of Examination and Insurance

1775 Duke St.

Alexandria, VA 22314-3428



Under the Equal Credit Opportunity Act, it is illegal to discriminate in any credit transaction:

- On the basis of race, color, national origin, religion, gender, marital status, or age,
- Because income is from public assistance, or
- Because a right was exercised under the Consumer Credit Protection Act.

**If you believe you have been discriminated against, you should send a complaint to:**

National Credit Union Administration Office of Examination and Insurance

1775 Duke St.

Alexandria, VA 22314-3428