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# **Electronic Fund Transfers Disclosure & Agreement**

**Hudson Valley Credit Union**

**Important Document  
Please keep for your records**

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## ELECTRONIC FUND TRANSFERS DISCLOSURE AND AGREEMENT

The terms of this Electronic Fund Transfers Disclosure & Agreement apply only to the electronic fund transfer ("EFT") services described in this document and are subject to change. The term "Agreement" means this Electronic Fund Transfers Disclosure & Agreement. The words "you" and "your" mean each and all of those who apply for and/or use any of the electronic services described in this Agreement. Your acceptance, retention or use of an ATM/Visa® Debit Card or other electronic funds transaction constitutes an agreement between you and Hudson Valley Credit Union ("HVCU"). The words "we," "us," and "our" mean HVCU.

### **THIS DISCLOSURE CONTAINS ARBITRATION AND CLASS WAIVER PROVISIONS THAT SUBSTANTIALY IMPACT YOUR RIGHTS, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION, IN THE EVENT OF ANY DISPUTE WITH HVCU.**

#### **Contacting HVCU**

Visit any branch: see locations at [hvcu.org](http://hvcu.org)

Phone: 845.463.3011

General email: [info@hvcu.org](mailto:info@hvcu.org)

Secure email: [hvcu.org/about-us/secure-contact-form](http://hvcu.org/about-us/secure-contact-form)

Live Chat: [hvcu.org](http://hvcu.org)

Mail: P.O. Box 1071, Poughkeepsie, N.Y. 12602

**Transaction Fees.** The current HVCU Fee Schedule states the costs associated with certain services that may be charged to you. HVCU may deduct such charges against any account except accounts where our right to deduct is prohibited by law. When you use an ATM not owned by us, you may be charged a fee by the ATM operator and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

**Business Days.** Our business days are Monday through Friday, excluding federal holidays.

**Accounts of Businesses or Other Entities.** Accounts held in the name of a business or other entity are subject to all of the terms and conditions contained in this agreement except where otherwise indicated. The fee structure for these accounts is disclosed in the Business Fee Schedule. None of your transactions are

given the same consumer protections that are provided by the Electronic Fund Transfer Act and Regulation E. You are responsible for any lost or stolen ATM/Visa Debit Card and/or PIN, and must notify us immediately if you believe your ATM/Visa Debit Card and/or PIN has been lost or stolen. Delayed notification could result in the loss of all the money in your account. You are fully responsible for any unauthorized transactions including those that an employee at your business or entity might make.

**Funds Availability.** Please refer to HVCU's Truth in Savings Disclosure & Account Agreement for information about the availability of funds.

**Accrual of Dividends.** Please refer to the Accrual of Dividends provision in the Truth in Savings Disclosure and Account Agreement for information relating to when dividends will begin to accrue on items deposited to your account.

#### **TYPES OF SERVICES AND LIMITATIONS**

If approved, you may conduct any one or more of the various EFT services offered by HVCU. HVCU reserves the right to impose additional limitations for security purposes at any time. Accounts must be current and active with no restraints or restrictions.

**(HVCU-owned) Automated Teller Machine (ATMs).** You may use your ATM Card/VISA Debit Card and PIN to:

1. Withdraw funds from your designated savings, checking, and tiered money market accounts.
2. Make check or cash deposits to your designated savings, checking, and tiered money market accounts.
3. Transfer funds between your designated savings, checking, tiered money market, and line of credit accounts.
4. Request cash back from a check deposit at full service ATMs.
5. Obtain line of credit cash advances, provided you have credit available.
6. Make payments to your line of credit and installment loans.
7. Conduct balance inquiries.

***Transaction Limitations (inclusive of balance inquiries even if you do not complete a fund transfer or other transaction):***

- *Withdraw up to \$500 (Combined HVCU-owned and Non HVCU-owned ATMs) per card per day.*
- *Request cash back from a check deposit up to \$225. (You may request cash back up to \$500 if funds equivalent to the amount of check deposit are available in your account. The total amount of cash back will be subtracted from the daily combined ATM withdrawal limit).*
- *For security reasons, there are limits on the number of ATM transactions you may perform.*

**(Non HVCU-owned) Network ATMs.** Subject to any operator's services offered and dollar limits, you may use your ATM Card/VISA Debit Card and PIN to:

1. Withdraw funds from your designated savings and checking accounts.
2. Transfer funds between your designated savings, checking, and line of credit accounts.
3. Obtain line of credit cash advances from your designated line of credit account, provided you have credit available.
4. Make payments to your line of credit.
5. Conduct balance inquiries.

**Transaction Limitations (inclusive of balance inquiries even if you do not complete a fund transfer or other transaction):**

- *Withdraw up to \$500 (Combined HVCU-owned and Non HVCU-owned ATMs) per card per day.*
- *For security reasons, there are limits on the number of ATM transactions you may perform.*

**Visa Debit Card.** You may authorize immediate debits from your designated checking account to:

1. Make purchases at any merchant that accepts Visa cards.
2. Make purchases and get cash back at participating merchants.
3. Make cash withdrawals at any financial institution that accepts Visa cards.

**Transaction Limitations for Visa Debit (Signature) Transactions:**

- *Merchant purchases and cash withdrawals at Visa participating financial institutions are limited to a*

*combined total up to \$5,000 per card per day.*

- *For security reasons, there are limits on the number of signature based transactions you may perform using an HVCU Visa Debit Card.*

**Transaction Limitations for POS (PIN) Transactions:**

- *Purchase, withdraw, or P2P up to \$1,000 per card per day.*
- *Merchants may set cash back limitations.*
- *For security reasons, there are limits on the number of POS transactions you may perform using an HVCU Visa Debit Card.*

**Audio Response (MAGIC).** At a minimum, you may use Audio Response to:

1. Transfer funds between your savings, checking, tiered money market accounts, loans and lines of credit accounts.
2. Make payments to loans.
3. Transfer funds to another member's account.

**Transaction Limitations:**

- *Up to six combined withdrawals and/or transfers from tiered money market accounts are permitted each month as outlined in HVCU's Truth in Savings Disclosure & Account Agreement*

**Internet Banking.** At a minimum, you may use Internet Banking to:

1. Transfer funds between your savings, checking, tiered money market accounts, loans, and line of credit accounts.
2. Make payments to loans.
3. Transfer funds to another member's account.
4. Send funds person to person (P2P).
5. Transfer funds to your account at another financial institution using External Transfer.

**Transaction Limitations:**

- *Up to six combined withdrawals and/or transfers from tiered money market accounts are permitted each month as outlined in HVCU's Truth in Savings Disclosure and Account Agreement.*
- *Payments made to credit card and mortgage loans may take up to 48 hours to be applied.*
- *Limitations for P2P transfers are outlined in the Hudson Valley Credit Union P2P Service Terms of Use.*

- *Limitations for External Transfers made to your account at other institutions are outlined in the ACH Origination Addendum to the Internet Banking Disclosure and Agreement.*

**Mobile Banking.** At a minimum, you may use Mobile Banking to:

1. Transfer funds between your savings, checking, tiered money market tiered money market accounts, loan accounts, and line of credit accounts.
2. Make payments to loans.
3. Make check deposits to your designated savings, checking and tiered money market accounts using Mobile Deposit. Mobile Deposit capture must be made in accordance with the Remote Deposit Capture (RDC) Services Agreement Terms and Conditions.
4. Send funds P2P.

**Transaction Limitations:**

- *Up to six combined withdrawals and/or transfers from tiered money market accounts are permitted each month as outlined in HVCU's Truth in Savings Disclosure & Account Agreement.*
- *Payments made to credit card and mortgage loans may take up to 48 hours to be applied.*
- *Limitations for P2P transfers are outlined in the Hudson Valley Credit Union P2P Service Terms of Use.*

**Text Banking.** You may use Text Banking to:

1. View your savings, checking, tiered money market, loans, and line of credit account balances.

**Transaction Limitations:**

- *There are no limitations on viewing balances.*

**Bill Pay.** At a minimum, you may use the online Bill Pay Service through Internet Banking and Mobile Banking to:

1. Make or schedule one-time or recurring payments to persons or entities from your checking account.

**Transaction Limitations:**

- *Payments are limited to United States based payees only.*
- *Payments are limited to \$10,000 per transaction.*

*HVCU and the Bill Pay Service reserve the right to refuse to pay any person or entity to which we direct payment. HVCU or the Bill Pay Service are obligated to notify you promptly if we decide to refuse to pay any person or entity designated by you. This notification is not required if you attempt to make a prohibited payment under this agreement.*

**Electronic Check Conversion.** Your personal checking account check may be used as a source of information to initiate a one-time electronic fund transfer when you authorize the payee to convert the check as such. Your authorization for these electronic fund transfers occurs when you complete the transaction after receiving any notice regarding the merchant's right to process the transfer electronically.

When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account the same day we receive your payment, and you will not receive your check back from HVCU.

**Transaction Limitations:**

- *Electronic check conversions are restricted to \$25,000 per business day.*

**Direct Deposit.** Direct deposits are accepted to your savings, checking, and tiered money market accounts for payments such as: Social Security, or Automated Clearing House (ACH) payments, company payroll, transfers from other financial institutions, etc.

1. Funds from electronic direct deposits to your account are available on the day we receive the deposit.

**Transaction Limitations:**

- *There are no dollar limitations on Direct Deposit.*

**Preauthorized Debits/Payments.** Preauthorized electronic ACH debits can be made from your savings, checking and tiered money market accounts, such as mortgage payments, gym membership fees, account transfers to other financial institutions, etc.

**Transaction Limitations:**

- *Funds may be withdrawn from your account the same day of authorization.*

- *Up to \$5,000 permitted per business day, provided funds are available in the account.*
- *Up to six combined withdrawals and/or transfers from tiered money market accounts are permitted each month as outlined in HVCU's Truth in Savings Disclosure & Account Agreement.*
- *Preauthorized credit and debit arrangements for business account requests are limited up to \$5,000 per business day, provided the funds are available in the account. For requests made via Internet Banking, the amount is limited to the terms disclosed in the ACH Origination Addendum to the Internet Banking Disclosure and Agreement.*

**Shared Service Centers.** You may use participating Shared Service Centers to:

1. Make cash withdrawals from your savings, checking, and tiered money market accounts up to the available amount in your accounts, provided the Center does not impose a maximum withdrawal amount.
2. Make deposits to your savings, checking, and tiered money market accounts. Check deposits will be made in accordance with HVCU's Funds Availability Policy outlined in the Truth in Savings Disclosure & Account Agreement.
3. Transfer funds to another member's account.
4. Obtain line of credit cash advances, up to your approved available credit.
5. Make payments to your line of credit or installment loan.
6. Cash checks in accordance with HVCU's Funds Availability Policy outlined in the Truth in Savings Disclosure & Account Agreement.
7. Deposit checks to your account and receive cash back, based on the available balance in the account prior to the transaction.
8. Purchase travelers checks, money orders, and Shared Service Center drafts with cash or by transferring funds from your account.

**Transaction Limitations:**

- *Cash checks up to \$225.*
- *Check deposit availability and delays are in accordance with HVCU's Funds Availability Policy.*
- *Transfer up to \$500 to another member's account.*

- *Purchase money orders up to \$1,000.*
- *Services and fees may vary among Shared Service Centers.*

**Interactive Teller Machines (ITMs) located in certain branches.** At a minimum you may use your ATM Card or Visa Debit Card and PIN to:

1. Deposit funds to your designated savings, checking, and tiered money market accounts
2. Withdraw funds from your designated savings, checking, and tiered money market accounts
3. Transfer funds among your designated accounts
4. Make loan payments and take loan advances
5. Cash checks

**Transaction Limitations:**

- *There are no dollar or number limitations on ITM transactions*

**Electronic Collection of Returned Check Fees.** If your payment is returned unpaid, you authorize HVCU to make a one-time electronic fund transfer from your account to collect the fee.

**Documentation.** You can get a receipt at the time you make an electronic fund transfer when using an ATM, POS terminal, Shared Service Center, or when you make a Debit Card transaction with a participating merchant.

**Direct Deposit:** If you have arranged to have direct deposits made to your account at least once every 60 days from a person or company, you can find out whether or not the deposit has been made by reviewing your account on Internet Banking or by contacting us using the telephone number listed under Contacting HVCU.

**Periodic Statements:** Statements are provided monthly or quarterly based upon account type and whether an electronic transfer has taken place during the statement period. If you only have a savings, certificate, and/or Individual Retirement Account (IRA), we provide quarterly statements, unless you conduct an electronic transaction, in which case you will receive a monthly statement. If you have a checking and/or tiered money market account, we provide monthly statements. All receipts should be retained to verify against transactions listed on your statement.

**Disclosure of Account Information to Third Parties.**

We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy and applicable law. We will disclose information to third parties about your account or transfers you make:

1. When it is necessary for completing transfers, or
2. In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant, or
3. In order to comply with a government agency, court order or any legal process, or
4. If you give us your prior written permission.

**In Case of Errors or Questions about Your Electronic Transfers.** The following consumer protections do not apply to business or other entity accounts.

Telephone, write, or email us using the contact information under Contacting HVCU 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 the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and member account number (if any).
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is in error or why you need more information.
3. Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

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

**Verification.** All transactions affected by use of an ATM, POS terminal, Shared Service Center, audio response system (MAGIC), or other electronic transaction which would otherwise require your signature, or another authorized signature, shall be valid and effective as if signed by you when accomplished by use of the card(s) and/or PIN(s) or as otherwise authorized under this Agreement. Deposits at an ATM are subject to verification by us and may only be credited or withdrawn in accordance with HVCU's Funds Availability Policy. Transactions accomplished after the close of a business day shall be deemed to have occurred on the next business day. We are not responsible for delays in a deposit due to an error made by you.

**Stop Payment Requests.** Please refer to HVCU's Truth in Savings Disclosure & Account Agreement for additional instructions and terms applicable to stop payment requests. Fees for stop payments are disclosed in HVCU's Fee Schedule.

**Preauthorized Payments.** If you have arranged in advance to allow a third party to make regular electronic fund transfers out of your account(s), you may authorize a stop payment of these preauthorized transfers from your account. You must notify HVCU verbally or in writing in time for us to receive your request, no less than three business days before the scheduled date of a preauthorized transfer. HVCU may require written confirmation of the stop payment order to be made within 14 days of any verbal notification.

If these regular payments may vary in amount, the person you are going to pay will tell you, 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 would differ by more than a certain amount from the previous payment or when the account would fall outside certain limits that you set. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Bill Pay Service Payments.** Bill Pay Service Payments. You must contact HVCU at 845-463-3011. Stop payment requests will be accepted only if there is reasonable opportunity to act on such requests. It is not possible to stop a payment which is already completed. HVCU may not have a reasonable opportunity to act on any stop payment order given after a payment is in process. If you wish to stop any payment in process, you must call HVCU, and they will make every effort to accommodate your request, although HVCU will have no liability for failing to do so. If you call, HVCU may also require you to present your request in writing within 14 days after you call.

**Member Liability.** You cannot use any ATM or POS location without your HVCU ATM/Visa Debit Card and PIN. You also cannot have access to Audio Response (MAGIC) without your PIN, or Internet Banking, Mobile Banking, or Text Banking without your password. You are responsible for the safekeeping of your passwords, ATM/Visa Debit Card and PIN. Your ATM/Visa Debit Card should be kept secure and your PIN(s) and passwords should be memorized and kept confidential at all times to avoid unauthorized electronic funds transactions.

The following consumer protections do not apply to business or other entity accounts.

Tell us AT ONCE if you believe your HVCU ATM/Visa Debit Card, PIN, and/or passwords, have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using the information from one of your checks. Telephoning is the best way of minimizing your possible losses. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two business days after you learn of the loss or theft of your card, PIN, or password, you can lose no more than \$50 if someone used your card, PIN, or password without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your card, PIN, or password, and we can prove that you could have stopped someone from using your card, PIN, or password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, PIN, password, or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get 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 on time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card, PIN, or password has been lost or stolen, call or write us at the number/address listed under Contacting HVCU as soon as possible. You should also call or write if you believe a transfer has been made using the information from your check without your permission.

**HVCU's Liability.** If we do not complete a transaction to 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:

1. If, through no fault of HVCU, you do not have enough money in your account (or sufficient collected funds) to make the transfer.
2. If the transfer would go over the credit limit on your overdraft line of credit.
3. The ATM where you were making the transfer did not have enough cash.
4. The ATM, audio response system, Internet Banking, Bill Pay, or other electronic service system was not working properly and you knew about the problem when you started the transfer.
5. If circumstances beyond HVCU's control (such as fire, flood, electronic failure or malfunction of central data processing facility, etc.) prevent the transfer, despite reasonable precautions that we have taken.
6. If the funds in your account are subject to an uncollected funds hold, legal restraint, or other

circumstances restricting such transaction or payment.

7. Your ATM/Visa Debit Card or PIN has been reported lost or stolen, has expired, is damaged so that the terminal cannot read the encoding strip, is inactive due to non-use, or your ATM/Visa Debit Card or PIN has been repeatedly entered incorrectly.
8. To protect the security of your account and/or the electronic terminal system.
9. You have not given us complete and correct information to process a transfer or payment.
10. The withdrawals or transfers from your tiered money market accounts have reached the maximum number permitted by regulation.
11. A person or entity mishandles or delays a payment sent through HVCU's Bill Pay Service.
12. There may be other exceptions stated in our Agreement with you.

**Foreign Transaction Fees.** Purchases, cash withdrawals, cash advances, and credits made or initiated in foreign countries or foreign currencies will be billed to you in U.S. dollars regardless of your physical location. A transaction's location for purposes of invoking the foreign transaction fee is determined by internationally-based or overseas merchants, or the physical location of the merchant who consummates the transaction rather than where the consumer member is physically located. The conversion into dollars will be made in accordance with the operating rules for international transactions established by Visa, USA, Inc. and may occur on a date other than the date of the transaction; therefore, the currency conversion rate may be different than the rate in effect at the time of the transaction.

We do not determine the currency conversion rate that is used nor do we receive any portion of the currency conversion rate. You agree to pay the converted amount.

The exchange rate to dollars will be a rate that is in effect for the applicable central processing date and is selected either from the range of rates available in wholesale currency markets; or the government mandated rate. A FOREIGN TRANSACTION FEE of 1% of the transaction amount will be assessed on Visa Platinum and Visa Platinum Rewards and will be shown independently of the transaction on your billing statement.

**ATM/Visa Debit Card Agreement.** The ATM/Visa Debit Card remains the property of HVCU and you agree to surrender the card(s) to HVCU upon demand. HVCU may cancel, modify, or restrict the use of any card upon proper notice or without notice if your account is overdrawn, if HVCU is aware that you have violated any term of this Agreement, whether or not HVCU suffers a loss, or where necessary to maintain or restore the security of your account(s) or the ATM system. HVCU reserves the right to capture the card(s) through any ATM. Each member whose name appears on a card assumes joint and several liability for all financial transactions made with your card.

1. This card may be used for cash withdrawals, check cashing, deposits, transfers, POS transactions, P2P transactions, Shared Service Center transactions, merchant purchases, installment loan payments, and unsecured line of credit payments and advances, subject to terms and conditions of any existing line of credit of which this agreement is a part.
2. You must keep your card in a safe place and not permit any unauthorized person to use it.
3. You must not tell any unauthorized person your PIN or write your PIN on your card or otherwise make it available to anyone else.
4. You must tell HVCU immediately of any loss or theft of your card or PIN. If you give your card or PIN to anyone, any withdrawal or transfer by that person will be considered to be authorized by you.
5. You must follow the instructions posted or otherwise given by HVCU or any ATM network concerning use of an ATM.
6. You will not use the card to overdraw your account. However, if you do overdraw your savings, checking, or tiered money market account, you will refer to the information regarding overdraft coverage in HVCU's Truth in Savings Disclosure & Account Agreement.
7. You will not use your card to overdraw your unsecured line of credit, if any. However, if you do overdraw, you authorize HVCU to withdraw the funds to cover the overdrawn amount in accordance with the information regarding overdraft coverage in HVCU's Truth in Savings Disclosure & Account Agreement.
8. HVCU may charge withdrawals to checking accounts in any order it determines and if funds are

not sufficient, ATM/Visa Debit Card withdrawals may be paid and regular checks dishonored.

9. Receipts issued for transactions made by use of the ATM/Visa Debit Card are binding on HVCU only after verification.
10. The withdrawals or transfers from your tiered money market accounts have reached the maximum number permitted by regulation.
11. Amendments to this agreement may be provided to you in accordance with applicable laws, without restatement of the terms.

**Illegal Use of Financial Services.** Any service provided by HVCU may be used for any transaction permitted by law.

The Unlawful Internet Gambling Enforcement Act of 2006 prohibits any person engaged in the business of betting or wagering from knowingly accepting payments in connection with the participation of another person in "unlawful internet gambling," defined as "placing, receiving, or otherwise knowingly transmitting a bet or wager by any means which involves the use, at least in part, of the internet where such bet or wager is unlawful under any Federal or State law in the State in which the bet is made. Restricted transactions are prohibited from being processed through your HVCU accounts. Restricted transactions are transactions in which a person accepts credit, funds, instruments, or other proceeds from another person in connection with unlawful internet gambling.

You agree that illegal use of any financial service will be deemed an action of default and/or breach of contract and such service may be terminated at our discretion. Illegal use includes, but is not in any way limited to, unlawful internet gambling. You further agree, should illegal activity occur, to waive the right to sue us for such illegal activity directly or indirectly related to the illegal activity. You also agree to indemnify and hold HVCU harmless from any lawsuits or other legal action or liability, directly or indirectly, including our expenses associated with defense of such lawsuits or other legal action, including attorney fees, resulting from such illegal use.

**Provisional Payment Disclosure.** Credit given by HVCU to you with respect to an automated clearing

house credit entry is provisional until we receive final settlement for such entry. If we do not receive final settlement, HVCU is entitled to charge your account for the amount of provisional credit and applicable returned item fees.

**Notice Disclosure.** Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item, and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**Using Your HVCU Visa® Debit Card without the Use of a PIN.** HVCU enables non-Visa debit transaction processing and does not require that all such transactions be authenticated by a PIN. A non-Visa debit transaction may occur on your HVCU Visa debit Card through the Jeanie network. Below are examples to distinguish between a Visa debit and non-Visa debit transaction:

**Visa Debit Transaction:** To initiate a Visa Debit transaction at the point of sale, the cardholder signs a receipt, provides a card number (e.g., in e-commerce or mail/telephone order environments) or swipes the card through a point-of-sale terminal.

**Visa Non-Debit Transaction:** To initiate a non-Visa Debit transaction, the cardholder enters a PIN at the point-of-sale terminal or, for certain bill payment transactions, provides the account number for an online or mail/telephone order transaction after clearly indicating a preference to route it as a non-Visa transaction. A non-Visa Debit transaction will not provide the zero liability protection benefit, and if a Rewards program is present, a non-Visa Debit transaction may not be an eligible Rewards transaction. Provisions of the cardholder agreement relating only to Visa transactions are inapplicable to non-Visa transactions.

**Consent to Contact.** You are required to provide an active telephone number by which we can reach you. You may, but are not required to, provide us with a cellular, voice-over-Internet-Protocol (VoIP), or other telephone number which may require you to pay for receiving calls (a "mobile" number). If you choose to provide us with a mobile number, you thereby expressly

consent to receiving communications from us and our affiliates and agents at that number for any purpose and by any method, including efforts to contact you regarding a debt, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system. Such calls and messages may incur access fees from your cellular provider. Your consent to receive prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system may be revoked at any time, although we may still contact you in connection with any debt you may have.

**Changes in Terms.** We may change the terms of this Electronic Fund Transfers Disclosure & Agreement. If you have an account with us through which electronic transactions are being processed, you will receive written notice at least 21 days prior to the effective date of the change(s), or as otherwise provided by law.

#### **Termination of Electronic Funds Transaction**

**Services.** Electronic services may be terminated if any of your HVCU loans that you are primary, joint borrower, or co-maker on, are in default. You may, by written request, terminate any of the electronic services provided for in the Agreement. Bill Pay Service may be terminated through the Bill Pay Service provider. HVCU may terminate your right to make electronic funds transactions at any time upon written notice, except where in our judgment, immediate termination without notice is necessary. If you ask HVCU to terminate your account or the use of your ATM/Visa Debit Card, or any other access device or service, you will remain liable for prior authorized transactions performed on your account.

**Governing Laws.** This agreement is governed by HVCU's bylaws, federal laws and regulations, the laws including applicable principles of contract law, New York State's laws, the National Automated Clearing House Association Operating Rules, and local clearinghouse rules, as amended from time to time. As permitted by applicable law, any legal action regarding this Agreement shall be brought in Dutchess County, New York.

**Enforcement.** You agree to be liable to HVCU for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute

involving your accounts or the services. You authorize HVCU to deduct any such liability, loss, or expense from your account without prior notice to you. In the event either party brings a legal action to enforce the Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collections actions, if applicable.

**Severability.** If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

**Choice of Law Disclosure.** We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of New York as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

**Safety at the ATM.** You should use caution at all times. Keep the following precautionary measures in mind when using an ATM:

- Your ATM transaction(s) may be recorded by a surveillance camera.
- Leave the ATM facility immediately if you notice anything suspicious or do not feel safe.
- Close the entry door completely when entering and exiting the ATM facility.
- Place withdrawn cash securely upon your person before exiting.
- Do not permit any unknown persons to enter the ATM facility with you after regular business hours.
- Complaints concerning security at the ATM facility should be directed to HVCU's security department at 845.463.3011 or to the New York State Department of Financial Services at 800.342.3736.
- Use the nearest public telephone or your cell phone to call the police if emergency assistance is needed.

### **Arbitration Clause:**

**This clause contains important information regarding your rights in the event of any dispute with HVCU. You are agreeing to resolve any disputes by binding arbitration, which replaces your right to go to court, including the rights to a jury trial and to participate in a class action.**

### **Definitions**

As used in this Arbitration Agreement, “you” and “your” shall mean each individual having applied for an account, product or service with HVCU, or having an account or agreement with HVCU, and includes anyone who has access to the account(s). “We,” “us,” and “HVCU” means Hudson Valley Credit Union and its “Related Parties,” as that term is defined below. “Party” and “Parties” mean you and us, including any person or entity who may be bound by this arbitration provision.

### **Agreement to Arbitrate Disputes**

In the event of any Dispute (defined below) between you and HVCU, either you or HVCU may elect, without the other’s consent, to require that the Dispute be submitted to and resolved by binding arbitration, except for the disputes specifically excluded below. If a Party initiates a proceeding in court regarding a claim or dispute which is included under this arbitration clause, the other Party may elect to proceed in arbitration pursuant to this clause.

Arbitration is a private hearing administered and decided by a neutral third party. It is less formal and is usually faster than a court case. Pre-hearing fact-finding (called “discovery”) and appeals of the final award are limited. Courts will only overturn arbitration awards in rare circumstances.

### **Rights You Are Giving Up**

**For disputes subject to this clause, you and we give up our rights to each of the following:**

- 1. Have juries decide Disputes.**
- 2. Have courts, other than small-claims courts, decide Disputes.**
- 3. Serve as a private attorney general or in a representative capacity.**
- 4. Join or consolidate a Dispute with disputes by other parties.**

- 5. Bring or be a class member in a class action claim or lawsuit, including as a representative or member, or class arbitration.**

### **Application to Parties and Disputes**

This arbitration clause governs you and us. It also applies to and covers certain “Related Parties,” including our parent companies, subsidiaries, and affiliates, our employees, directors, officers, shareholders, members, representatives, and service providers, and any person or company that is involved in a Dispute that you pursue relating to this Arbitration Agreement or your relationship with HVCU. Related Parties also include anyone connected with you or raising a Dispute through you, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor, successor, heir, assignee, or trustee in bankruptcy.

This arbitration clause covers “Disputes” between you and us (or any Related Party). In this clause, “Disputes” has the broadest reasonable meaning, and includes all past, present, and future claims, directly or indirectly arising from or related to your relationship with HVCU, this Arbitration Agreement, any account, loan, or other product you have HVCU, and any related communications. It includes claims based on any legal theory, including contract, tort, intentional tort, fraud, negligence, agency, equity, statute or regulation, or any other sources of law, claims seeking damages or injunctive or declaratory relief and initial claims, counterclaims, cross-claims, and third-party claims. It includes claims related to privacy and customer information. It includes claims related to the validity in general of this Arbitration Agreement.

### **Disputes Excluded from This Arbitration Clause**

Disputes filed by you or us individually within the jurisdiction of a small claims court are not subject to arbitration, provided that those claims remain in small claims court. We may demand arbitration of any small claims action that is transferred, removed, or appealed to a different court or if any small claims action is brought on a class basis.

### **Class Action Waiver**

**For Disputes subject to this clause, you and we give up our rights to bring or be a class member in a class action claim, arbitration, or lawsuit, including as a representative or member.**

## Commencing an Arbitration

As a condition precedent to the initiation of any lawsuit or arbitration, the Party raising a Dispute must give the other Party written notice of the Dispute, which must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the party raising the Dispute, you must send the notice in writing to the following address: Hudson Valley Credit Union, PO Box 1071, Poughkeepsie, NY 12602-1071. You or your attorney must sign the notice and must provide the applicable account or agreement number and a phone number where you or your attorney can be reached. Once a notice of Dispute is sent, the Party raising the Dispute must give the other Party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.

If the Parties do not reach an agreement, arbitrations conducted under this clause will be governed by this Arbitration Agreement and the rules of the arbitration company in effect at the time the arbitration is commenced. An arbitration must be filed with either of the following companies, in accordance with its rules:

- The American Arbitration Association (“AAA”); 1633 Broadway, 10th Floor, New York, New York 10019; 1.800.778.7879 (toll-free); [www.adr.org](http://www.adr.org); or
- JAMS; 620 Eighth Avenue, 34th Floor, New York, New York 10018; 1.800.352.5267 (toll-free); [www.jamsadr.org](http://www.jamsadr.org).

If you initiate the arbitration, you must notify us in writing at: Hudson Valley Credit Union, PO Box 1071, Poughkeepsie, NY 12602-1071.

You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration by contacting AAA and JAMS.

To the extent that the arbitrator decides that any in-person hearings are necessary, they must be held at a place reasonably convenient to you.

If one Party begins or threatens a lawsuit, or files a counterclaim to an existing lawsuit, that is covered by this arbitration provision, the other Party may demand arbitration, including through court papers such as a motion to compel arbitration. Once an arbitration

demand is made, no lawsuit can be brought and any existing lawsuit must stop.

## Administration of Arbitration

The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be selected, and the arbitration will be administered, in accordance with the applicable rules of the arbitration forum. You understand and agree that the applicable rules in arbitration may limit the discovery available to you or us. The arbitrator shall decide the dispute in accordance with the applicable substantive law consistent with the Federal Arbitration Act (“FAA”). You or we may choose to be represented by counsel in the arbitration. If the arbitrator does not issue a written award, either Party may request an explanation from the arbitrator within 14 days of the date of the ruling. Upon such request, the arbitrator will explain the ruling in writing.

**The arbitrator is not allowed to handle any Dispute on a class or representative basis.** All Disputes subject to this arbitration clause must be decided in an individual arbitration or an individual small-claims action.

If AAA or JAMS is unable or unwilling to handle the claim for any reason, then the matter shall be arbitrated by a neutral arbitrator selected by agreement of the Parties (or, if the Parties cannot agree, selected by a court in accordance with the FAA). The neutral arbitrator selected by the Parties or the court shall apply the Federal Rules of Evidence and the Federal Rules of Procedure concerning discovery, except that the above class action waiver is specifically enforceable notwithstanding any Federal Rule of Procedure to the contrary.

## Appeal Rights

Appeal rights under the FAA are very limited. If the Dispute involves less than \$50,000, the arbitrator’s award will be final and binding. For Disputes involving more than \$50,000, any Party may appeal the award to a panel of three arbitrators appointed by the arbitration company, which will reconsider anything in the initial award that is appealed. The panel’s decision will be final and binding, except for any FAA appeal right. Any court with jurisdiction may enter judgment upon the arbitrator’s award.

## Right to Resort to Provisional Remedies Preserved

Nothing in this arbitration clause shall be deemed

to limit or constrain our right to resort to self-help remedies, such as the right of set-off, to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court of competent jurisdiction. You or we may elect to arbitrate any dispute related to the above provisional remedies.

### **Governing Law**

You and we agree that our relationship and this Arbitration Agreement involve interstate commerce and that this arbitration provision is governed by, and enforceable under, the FAA. The arbitrator must apply applicable substantive law consistent with the FAA, including honoring statutes of limitations and privilege rights. To the extent state law is applicable, the laws of the State of New York shall apply.

### **Costs**

The Party initiating the arbitration shall pay the initial filing fee. We will pay our share of the filing, administrative, hearing, and arbitrator fees. At your request, and if you act in good faith and cannot get a waiver, we will advance your share of these fees. We will always pay these fees if required under applicable law or the arbitration company's rules, or if payment is required to enforce this arbitration clause.

If you file the arbitration and an award is rendered in your favor, will we reimburse your filing fee. Each Party shall bear the expense of their respective attorneys, experts, witnesses, or other expenses, regardless of who prevails, but the arbitrator may award certain costs or expenses pursuant to applicable law. The arbitrator can require you to pay our fees if permitted under applicable law or if the arbitrator finds that you have acted in bad faith, as measured by the standards set forth in Federal Rule of Civil Procedure 11.

### **Survival and Severability**

This arbitration provision shall survive: (a) termination or changes to your account(s) or any related services with HVCU; (b) the bankruptcy of any Party; and (c) the transfer or assignment of your accounts or any related services. If any portion of this arbitration provision is deemed invalid or unenforceable, the remainder of this arbitration provision shall remain in force and effect. No

portion of this arbitration provision may be amended, severed, waived, or terminated without written agreement between you and us.

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Federally Insured by NCUA



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