



Terms and Conditions

Funds Availability

Truth in Savings

Electronic Transactions

Effective March 1, 2017

50-24 QUEENS BLVD.
WOODSIDE, NY 11377
TEL. (212) 947-3380

www.lomto.org

TERMS AND CONDITIONS OF YOUR ACCOUNT

AGREEMENT - This agreement, along with any other agreements we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully. If you sign the signature card or open or continue to have your account with us, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please call us.

This agreement is subject to applicable federal laws and the laws of the State of New York (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this agreement is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other agreement. As used in this agreement the words "we," "our," and "us" means LOMTO Federal Credit Union and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular.

BYLAWS - Our 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 request. Our right to require you to give us notice of your intention to withdraw funds from your account is described in the bylaws. Unless we have agreed otherwise, you are not entitled to receive any original item after it is paid, although you may request that we send you an item(s) or a copy of an item(s). Dividends are based on current earnings and available earnings of the credit union, after providing for required reserves. Dividends are not guaranteed.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and to the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cut-off time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next following business day that we are open.

WITHDRAWALS - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs in the space designated for signatures on the signature card may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person signing the signature card to endorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on terms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations.

The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

OVERDRAFTS

Payment of overdrafts. If, on any given day, the available funds in your share or deposit account are not sufficient to pay the full amount of a check, draft, Automated Clearing House or other item that is posted to your account, we may return it or pay it as described below. Available funds (sometimes referred to as available balance) frequently differs from and is often less than the actual balance. Available funds does not include amounts subject to holds (such as check holds, Regulation CC holds, ATM deposit holds, funds held resulting from Point of Sale transactions using your debit card). We do not have to notify you if your account does not have sufficient available funds in order to pay or return an item. Your account may be subject to a charge for each item regardless of whether or not we pay an item.

We offer standard overdraft services. This service allows us to authorize payment for the following types of transactions regardless of whether your share or deposit account has sufficient funds: 1) Share draft/checks and other transactions made using your checking account 2) Automatic bill payments 3) ACH transactions. Our default is transfer available funds from regular shares to cover an insufficient item as well as from an overdraft line-of-credit if you so designate. Services and fees for these transactions are shown in the Fee Schedule.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION These rules apply to this account depending on the form of ownership and beneficiary designations, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - is an account in the name of one person.

Joint Account - With survivorship (And Not As Tenants In Common) - is owned by two or more persons. Deposits and any additions to the account are the property of the owners as joint tenants with right of survivorship. This means that we may release the entire account to any owner during the lifetime of all owners. We may honor withdrawal requests (including checks) from any owner during the lifetime of all owners. We may be required to release money in the account to satisfy a judgment against or other valid debt incurred by any owner. We may honor withdrawal requests (including checks) from any surviving owner after the death of any owner, and may treat the account as the sole property of the surviving owner(s). Unless an owner directs us by written notice not to honor the withdrawal request (including checks) of an owner we will not be liable for doing so. After we receive such a notice, we may require written authorization of any or all joint owners for any further payments or deliveries.

Revocable Trust Account - may be created by one or more individuals. If two or more of you create such an account you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

STOP PAYMENTS - A stop-payment order must be given in the manner required by law, must be received in time to give us a reasonable opportunity to act on it, and must precisely identify the number, date, amount of the item, and the payee.

We will honor a stop-payment request by the person who signed the particular item, and by any other person, even though such other person did not sign the item, if such other person has an equal or greater right to withdraw from this account than the person who signed the item in question. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

AMENDMENTS AND TERMINATION - We may change our bylaws and any term of this agreement. Rules governing

changes in rates are provided separately. For other changes we will give you reasonable notice in writing or by any other method permitted by law. We may close this account if your membership in the credit union terminates, or by giving reasonable notice to you and tender of the account balance personally or by mail. At our option, we may suspend your rights to member services if you violate the terms of this agreement. You must keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you.

STATEMENTS - You must examine your statement of account with "reasonable care and promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to bear the entire loss. Your loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer. We lose these protections if you establish that we failed to exercise ordinary care in paying an item with an unauthorized signature or alteration.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstances, exceed a total of 14 days from when the statement is first sent or made available to you. You further agree that if you fail to report any unauthorized signatures, alterations, forgeries, or any other errors in your account within 30 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 30-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first part of this paragraph.

ACCOUNT TRANSFER - This account function may not be transferred or assigned without our prior written consent.

DIRECT DEPOSITS - If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

RIGHT TO REPAYMENT OF INDEBTEDNESS - You each agree that we may (when permitted by law) charge against and deduct from this account any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we charge the account, including any balance the due date for which we properly accelerate under the note.

Our right to repayment arising under this section does not apply to this account if: (a) It is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal arises only in a representative capacity, or (d) social security or supplemental security income payments are deposited directly into this account pursuant to an agreement with us which permits such direct deposit without presentation to you at the time of deposit. We will not be liable for the dishonor of any check or draft when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

RESTRICTIVE LEGENDS - We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000."

PLEDGES - Unless we agree otherwise in writing, each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Uniform Commercial Code Fund Transfers as adopted in the state in which you have your account with us, (as adopted in New York). If you originate a fund transfer for which Fed wire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

FACSIMILE SIGNATURES - You authorize us, at any time, to charge you for all checks, drafts, or other orders for the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed, so long as they resemble the signature specimen filed with us, and contain the required number of signatures for this purpose.

DORMANT ACCOUNTS - Your account will be considered dormant if all of the following occur for three consecutive years: (1) deposits are not made to your account; (2) withdrawals are not made from your account; or (3) the credit union does not receive any correspondence from you which indicates that you know that your account with the credit union is still in existence. Dividend crediting is not considered a deposit for this purpose. In accordance with the N.Y. State Dormant Property Law, dormant funds will be turned over to the State of New York. You may submit a claim for return of the funds to: Bureau of Abandoned Property, N.Y. State Department of Audit and Control, Albany, New York 12236.

DECEDENT ACCOUNTS

PAYMENT OF DIVIDENDS - The funds may remain on deposit until the end of the current dividend period. Then the:

- Account may be closed by individual (beneficiary) entitled to funds; or
- The executor or administrator may set up an account for the estate; or
- The Credit Union may set up an accounts payable for the funds. If funds are unclaimed for 3 years, the Credit Union will turn over the funds to the NYS Office of Unclaimed Funds as abandoned property.

DIVIDEND REPORTING - Credit Unions and other financial institutions must report to the Internal Revenue Service dividends paid on share accounts on Form 1099-INT.

Prior to the date of death, all dividends paid must be reported under the decedent's social security number.

- After the date of death, all dividends paid must be reported under either:

- Employer Identification Number (EIN) for the estate. The fiduciary should be able to supply you with this number, or
- Social security number of surviving joint owner.

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Preauthorized credits - You may make arrangements for certain direct deposits to be accepted into your share draft or share savings account(s).

Preauthorized payments - You may make arrangements to pay certain recurring bills from your share draft or share savings account(s).

Check conversions - A one-time Electronic Fund Transfer may be made from your account using information obtained from a check that you sent to a merchant or to credit card company in payment of a bill.

Point of Purchase - A one-time Electronic Fund Transfer may be made from your account from information obtained from your check given to a merchant at the time of purchase.

Telephone Initiated Entry - A one-time Electronic Fund transfer may be made from your account based on authorization that you have given over the telephone.

Internet Initiated Entry - You may make arrangements to have your account debited electronically over the internet. This may be either a one-time transaction or a recurring transaction.

LOMTO FCU ATM TRANSFERS-NYCE, ACCESS, CIRRUS, & THE EXCHANGE types of transfer, dollar limitations and charges

You may access your account(s) by ATM using your Debit Card and personal Identification number to:

- Deposits and/or loan payments made at LOMTO ATM's can only be made to accounts held at LOMTO. Funds from these deposits may not be available for immediate withdrawal. Please refer to LOMTO's rules governing funds availability for details.
- Transfer funds from share drafts to share savings, or share savings to share draft account(s) with a Debit Card.
- Get cash withdrawals from share draft or share saving account(s) with a Debit Card.
- You may withdraw no more than \$750.00 per day at an ATM or by using a merchant cash back option.
- Point of sale (POS) transactions are limited to \$1000 per day with a VISA Debit Card.
- Get information about the account balance of your share draft or share saving account.
- You may access your share draft account to purchase goods (in person) and get cash from a merchant if the merchant permits or from a participating financial institution.
- Some of these services may not be available at all terminals.

FEES

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.
- A fee may be imposed by another institution or any national, regional, or local network used to complete an ATM transaction. No fee will be imposed by the financial institution on a transaction conducted at an ATM bearing the CO-OP Network logo. Except as indicated elsewhere, we do not charge for these electronic fund transfers.

Regulation E (Opt-In/Opt-Out)

LOMTO Federal Credit Union does not provide the option to opt-in or opt-out of overdrawing your account for ATM and one-time debit card transactions. Any ATM or Debit Card transactions that will result in a negative balance for the cardholder will be rejected by LOMTO. If we are unable to, or fail to reject the transaction, and the account becomes overdrawn, the account holder is liable to us for the amount of the overdraft. We may apply funds from subsequent deposits or transfer funds from other accounts held by you with us to cover the overdraft.

DOCUMENTATION

ATM Transfers. You may get a receipt at the time you make any transfer to or from your account at automated teller machines.

Preauthorized Credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (212) 947-3380 to find out whether or not the deposit has been made.

Periodic Statements. You will receive a statement from us showing all activity in all of your accounts at least quarterly. If you have a Share Draft account, you will receive a monthly statement. If you do not have a Share Draft but have activity involving your VISA Debit Card or ATM card, you will receive a statement covering the month in which such activity occurred, this statement will also show all activity since your last periodic statement and this may cover a period of more than one month.

PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:
Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 5 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 5 days after your call.
- **Notice of varying amounts.** 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 amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 5 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY

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:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If you have an overdraft line and the transfer would go over the credit limit.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

1. where 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 government agency or court orders; or
4. If you give us written permission.

UNAUTHORIZED TRANSFERS

- (a) Consumer liability.** Tell us AT ONCE if you believe your debit card and/or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within 2 days, you can lose no more than \$50 if someone used your card and/or code without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us we will extend the time periods.

- (b) **Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this brochure.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this brochure, 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 account number.
2. 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.
3. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error has 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 (20 business days if your account has been opened for 30 days or less) for the amount you think is in error. This provisional credit enables you to have the use of the money during the time it takes us to complete our investigation.

4. If the error concerns an electronic fund transfer that is (1) a foreign-initiated transaction, (2) a point-of-sale debit card transaction, or (3) a transaction occurring within the first 30 days after deposit to a new account, we will have 90 days to investigate your complaint instead of the 45 mentioned above. Please note that if we ask you to put your complaint or question in writing and we do not receive it within 10 business days of our request we may not credit your account. 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.

YOUR ABILITY TO WITHDRAW FUNDS **This policy statement applies to all accounts**

Our policy is to delay the availability of funds from your check deposits. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay a check 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 for any reason.

Next-Day Availability (REV)

Funds from the following deposits are available for withdrawal on the business day after the banking day on which the deposit is received:

Cash - Cash deposits made in person to an employee of the Credit Union.

Electronic payments/direct deposits - An electronic

Payment/deposit is received by the Credit Union when the credit union has received both:

1. payment in actually and finally collected funds and
2. information on the account and amount to be credited.

U.S. Treasury Checks - A check drawn on the Treasury of the United States when deposited in an account held by the payee of the check. If you make the deposit in person to one of our employees, funds from the following deposits are also available on the business day after the banking day on which the funds are deposited in an account held by the payee of the checking/money order:

- U.S. Postal Service money order.
- Federal Reserve Bank checks.
- Federal Home Loan Bank checks.
- Cashier's, certified, and tellers' checks.

State and Local Government Checks - If deposited within the state that issued the check or the same state as the unit of local government that issued the check; Funds deposited of the above type that are not made in person to one of our employees (for example, if you mail the deposit) will be available on the second business day after the banking day on which the funds are deposited.

Availability of funds deposited of the above type that are not payable to the holder of the account in which they are deposited will be in accordance with our schedule for other check deposits.

Other Check Deposits

The first \$200.00 from a deposit of checks will be available on the first business day after the banking day of your deposit. The remaining funds will be available on the second business day after the banking day of your deposit. For example, if you deposit a check of \$700.00 on a Monday, \$200.00 of the deposit will be available on Tuesday. The remaining \$500.00 will be available on Wednesday.

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

LONGER DELAYS MAY APPLY

The Credit Union may extend by one business day the time that funds deposited at a non-proprietary ATM in an account, by one or more checks, are available for withdrawal. However, if such time is extended by the Credit Union, the Credit Union will make up to \$400 of said deposits available for withdrawal on the business day said funds would otherwise have been available without the additional delay. This \$400 is in addition to the first \$200 made available above.

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000.00 on any banking day.
- You redeposit 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 or other equipment facilities, a suspension of payment by another bank, a war or an emergency condition beyond the control of the Credit Union

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

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a banking day's total deposits of cashier's, certified, teller's, travelers, and federal, state and local government checks will be available on the first business day after the banking day on which the funds are deposited, if the checks deposited are payable to you and you use a special deposit slip which may be obtained personally or by mail from a Credit Union Member Service Representative. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposits. Funds from all other check deposits will be available on the eleventh business day after the day of your deposit.

TRUTH-IN-SAVINGS DISCLOSURE REGULAR SHARE SAVINGS ACCOUNT

Rate Information:

The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your account as determined by the credit union board of directors.

Compounding and crediting - Dividends will be compounded and will be credited to your account quarterly.

Dividend period - for this account type, the dividend period is quarterly. For example, the beginning date of the first dividend period of the calendar year is January 1 and the ending date of such dividend is March 31st. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is March 31st.

Minimum balance requirements:

- The minimum balance required to open this account is \$25.00.
- You must maintain a minimum daily balance of \$500.00 in your account each day to obtain the disclosed annual percentage yield. If, at the end of the month, your minimum daily balance is less than \$25.00 your account may be closed.

- Daily balance computation method - Dividends are calculated by the daily balance method which applies a daily periodic rate to any balance in the account greater than \$500.00 each day.
- Accrual of dividend on non-cash deposits - Dividends will begin to accrue on the business day you place non-cash items (for example, checks) to your account.
- Account must be open on Dividend declaration date to receive dividend.

Transaction limitations:

- The maximum withdrawal allowed will be the available balance at the time of the withdrawal.
- During any month, you may not make more than six withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, or telephone order or instruction. If you exceed the transfer limitations set forth above in any statement period, your account will be subject to closure by the credit union.

Par Value of a share:

- The par value of a share in this account is \$5.00.

IRA SHARE SAVINGS ACCOUNT

Rate Information:

The dividend rate and annual percentage yield may change quarterly. We may change the dividend rate for your account as determined by the credit union board of directors.

Compounding and crediting - Dividends will be compounded and will be credited to your account quarterly.

Dividend Period - For this account type, the dividend period is quarterly; for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31st. All other dividend periods follow this same pattern of dates; the dividend declaration date is the last day of the dividend period, and for the example above is March 31st.

Minimum balance requirements:

- There is no minimum balance. The minimum required to open this account is the purchase of a share in the credit union. Please see the bylaw requirements in the Common Features section for additional information.
- Daily balance computation method - Dividends are calculated by the daily balance method, which applies a daily periodic rate to the balance in the account greater than \$500.00.
- Accrual of dividends on noncash deposits. Dividends will begin to accrue on the business day you place non-cash items (for example, checks) to your account.
- Account must be opened on Dividend declaration date to receive dividend.

Transaction limitations:

- We only accept contributions in the current year for the prior year up through April 15 of the subsequent year. We will accept one rollover into your account per year.
- You may not make any withdrawals or transfers to another credit union account of yours or to a third party by means of a preauthorized or automatic transfer, telephone order or instruction, or similar order to a third party.

Par value of a share:

- The par value of a share in this account is \$5.00.

BASIC SHARE DRAFT ACCOUNT

Rate Information:

The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your account as determined by the credit union board of directors. No Dividend will be paid on Corporate, Partnership, or DBA Share Draft accounts.

Compounding and crediting - Dividends will be compounded and will be credited to your account quarterly.

Dividend period - For this account type, the dividend period is quarterly; for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is March 31st. All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is June 30.

Minimum balance requirements:

- The minimum required to open this account is the purchase of a share in the credit union. Please see the bylaw requirements in the Common Features section for additional information.

- You must maintain a minimum average daily balance of \$1000.00 in your account to obtain the disclosed annual percentage yield. You must maintain a minimum average daily balance of \$1,000.00 in your account to earn dividends.
- Average daily balance computation method - Dividends are calculated by the average daily balance method, which applies the periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the numbers of days in the period. The period we use is the monthly statement cycle.
- Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place non-cash items (for example, checks) to your account.
- Account must be open on Dividend declaration date to receive dividend.

Transaction limitations:

- You may make an unlimited number of deposits and or withdrawals without incurring any additional charge.
- There is no charge for the maintenance of this account.
- There is no minimum number of deposits and or withdrawals permitted at no additional charge to the member.

Additional Features:

- A withdrawal shall be deemed to be made when it is recorded on our books, which is not necessarily the date that you initiated the transaction.

MONEY MARKET SHARE ACCOUNT

Minimum balance requirements:

- The minimum required to open this account is \$500.00.
- You must maintain a daily balance of \$500.00 in your account to obtain the disclosed annual percentage yield.
- You must maintain a daily balance of \$500.00 in your account to earn dividends.
- **Daily balance computation method** — Dividends are calculated by the daily balance method, which applies the rate in effect to the daily balance in the account for that period.
- **Accrual of dividends on noncash deposits** — Dividends will begin to accrue on the business day you deposit noncash items (for example, checks) to your account.
- Account must be open on the Dividend declaration date to receive dividend.
- If member fails to maintain the minimum daily balance, we may convert the money market account to a share draft account.

Transaction limitations:

- Due to regulatory restrictions, during the month, you may not make more than six withdrawals or transfers from this account.
- If you exceed the transfer/withdrawal limitations set forth above during any time of the month, we may take one or more of the following steps:
- We may refuse to process the transaction. If the transaction involves a check, we may at our option pay the check and send you a warning letter of this regulatory violation and may charge you a fee; or we may return the check and charge you the return check fee then in effect. For current fee schedule refer to the fees shown later in this disclosure.
- There is no charge for maintenance of this account.
- There is no activity fee associated with this account.

Par Value of a share:

- The par value of a share in this account is \$5.00

Rate Information:

The dividend rate and annual percentage yield (APY) may change every month. At the time the account is opened we will disclose the rate to you then in effect. We may change the dividend rate for your account as determined by the Credit Union's Board of Directors.

Compounding and crediting - Dividends will be compounded monthly. Dividends will be credited to your money market share account monthly or automatically transferred to another account as you direct us.

Dividend period - For this type of account, the dividend period is monthly; for example, the beginning date of the first dividend period of the calendar year is January 1, and the ending date of such dividend period is January 31.

All other dividend periods follow this same pattern of dates. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

HOLIDAY CLUB ACCOUNT INFORMATION

Rate Information:

The dividend rate and annual percentage yield may change every month. We may change the dividend rate for your account as determined by the credit union board of directors.

Compounding and crediting - Dividends will be compounded and will be paid to your account monthly.

Dividend period - For this account type, the dividend period is monthly; for example, the beginning period of the first dividend period of the calendar year is January 1, and the ending date of such period is January 31. All other dividend periods follow the same pattern of date. The dividend declaration date is the last day of the dividend period, and for the example above is January 31.

Minimum balance requirements:

- The minimum required to open or maintain this account is \$5.00. In order to receive dividends, you must have a minimum average daily balance of \$50.00 for the dividend period.
- Average daily balance computation method - Dividends are calculated by the average daily balance method, which applies the periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance for each day of the period and dividing that figure by the number of days in the period. The period we use is the calendar month.
- Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place non-cash items (for example, checks) in your account.
- The account must be open on the dividend declaration date to receive a dividend for that period.

Transaction limitations:

- The minimum amount of a deposit to this account is \$5.00.
- No withdrawals prior to the annual maturity of the Holiday Club will be allowed.
- The annual maturity of the Holiday Club will be sometime in the mid to late fall and will be set by the Credit Union each year.
- Upon the annual maturity of the Holiday Club, the proceeds will be deposited to either your Share or your Share Draft account, unless you request that a check be mailed to you.
- There is no charge for the maintenance of this account.

REGULAR SHARE CERTIFICATE

IRA SHARE CERTIFICATE

Rate Information:

The dividend rate on your term share account is disclosed on your share certificate account disclosure.

Compounding frequency and crediting of dividends - Unless otherwise paid, dividends will be compounded monthly. Dividends will be credited monthly based upon the actual daily balance in your term share account on the first day of the following month. The final dividend will be paid upon maturity of the term share account.

Dividend period - For this account type, the dividend period is the same as the term, beginning on the date the account is opened, and ending on the stated maturity date

Minimum balance requirements:

- The minimum balance required to open this account is \$2000.00 (Regular Share Certificates) and \$2000.00 (IRA Share Certificates).
- You must maintain a minimum daily balance of \$2000.00 (Regular Share Certificates) and \$2000.00 (IRA Share Certificates) in your account each day to obtain the disclosed annual percentage yield.

- Average daily balance computation method - Dividends are calculated by the average daily balance method, which applies the periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the balance in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is the monthly statement cycle.
- Accrual of dividends on noncash deposits - Dividends will begin to accrue on the business day you place noncash items (for example, checks) to your account.

Transaction limitations:

- After the account is opened, you may not make additions into the account until the maturity date stated on the account.
- Redemption of Certificate prior to date of maturity will result in substantial early withdrawal penalties. The penalty does not apply in the case of a withdrawal subsequent to the death of any owner.
- You can only withdraw dividends before maturity if you make arrangements with us for periodic payments of dividends in lieu of crediting dividends back to the certificate for compounding.
- Time requirements - Your account will mature on the date specified on your share certificate account disclosure.
- You will be notified 15 to 30 days prior to the maturity date.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. See your plan disclosure if this account is part of an IRA or other tax qualified plan.

Withdrawal of dividends prior to maturity - The annual percentage yield is based on an assumption that dividends will remain in the account until maturity. A withdrawal will reduce earnings.

Automatically renewable account – If your certificate term is set for auto-renewal, and we do not receive instruction from you to change or close it, it will renew for the same term in days at the prevailing rate at the time of maturity. Any share certificate which matures on a Saturday, Sunday or legal holiday will be deemed to have matured on the following business day. Changes to the term or requests for closure of a certificate must be received no later than 5 business days after maturity.

COMMON FEATURES

Bylaw requirements:

You must complete payment of five shares in your Regular Share account as a condition of admission to membership.

Transaction limitation - We reserve the right to at any time require not less than seven days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other saving account as defined by Regulation D.

Nature of dividends - Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period. This disclosure further explains the dividend feature of your non-term share accounts.

National Credit Union Share Insurance Fund - Member accounts in this credit union are federally insured by the National Credit Union Share Insurance Fund.

Fees - The following fee(s) may be assessed against your account and the following transaction limitations, if any, apply to your account:

**LOMTO FCU PROPOSED REVISED
AND NEW FEE SCHEDULE**

Draft Printing	By type
Dormant Account/3rd Year:	\$30.00
A) Certified Letter chg	Actual Cost
B) Advertising	Prorated
Return Items (deposited or loan payments)	\$20.00
Transfer fee Insufficient/Uncollected funds	\$5.00
Insufficient Funds (pay or return)	\$20.00
Uncollected Funds (pay or return)	\$20.00
Money Market Check Fee (exceeding Maximum)	\$20.00
Account Activity Printout	\$5.00 Per Day
Copy of Checks:	
A) Copy of paid check - per item	\$4.00
B) Copy of deposit items - per item	\$3.00
C) Copy of ACH debit/credit - per item	\$3.00
Copy of statement - per statement	\$5.00
Stop Payments share draft or teller check	\$30.00
Wire Transfer Domestic Outgoing	\$25.00
Wire Transfer Foreign Outgoing	\$50.00
Collection of checks drawn on foreign banks	\$20.00
VISA Debit Card Replacement Cards	\$5.00
Home Banking/Bill Pay:	
A) Insufficient or Uncollected Funds (pay or return)	\$20.00
B) Payment Investigation	\$40.00
C) Stop Payment Order	\$40.00

Taxpayer Identification Numbers and Backup Withholding.

Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account, or, if applicable, you may request a non-dividend or non-interest bearing account until a TIN is provided.

Statements

- a. **Contents.** If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for a multiple party account. For share draft or checking accounts, you understand and agree that your original draft, when paid, becomes property of the Credit Union and may not be returned to you, but copies may be retained by us or payable through financial institutions and made available upon your request. When requesting a copy of a paid Share Draft, in accordance with Check 21, you may receive a substitute check in lieu of a copy of the draft. You understand and agree that statements are made available to you on the date they are mailed to you. You also understand and agree that drafts or copies thereof are made available to you on the date the statement is mailed to you, even if the drafts do not accompany the statement.
- b. **Examination.** You are responsible for examining each statement and reporting any irregularities to us. We will not be responsible for any forged, altered, unauthorized or unsigned items drawn on your account if: (1) you fail to notify us within thirty (30) days of the mailing date of the earliest statement regarding any forgery, alteration or unauthorized signature on any item described in the statement; or (2) any items are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.
- c. **Notice to Credit Union.** You agree that the Credit Union's retention of drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charge to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement you agree to notify us within fourteen (14) days of the time you regularly receive a statement.



HOURS OF OPERATION

CORPORATE OFFICE

**50-24 Queens Blvd.
Woodside, NY 11377**

Lobby Hours:

Monday –Friday 8:30 a.m. to 3:30 p.m.

Office Hours:

**Monday-Thursday 8:30 a.m. to 4:00 p.m.
Friday 8:30 a.m. to 3:30 p.m.**

BRANCH LOCATION

**180 Riverside Blvd.
New York, NY 10069**

**Monday-Thursday 9:30 a.m. to 4:30 p.m.
Friday 9:30 a.m. to 4:00 p.m.**

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

NCUA

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