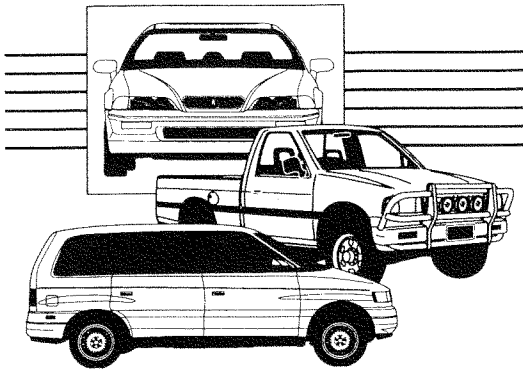


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**THE HEART CENTER
FEDERAL CREDIT UNION**
100 Port Washington Blvd.
Roslyn, NY 11576

**THE HEART
CENTER**
Federal Credit Union

ATM AGREEMENT

INITIAL DISCLOSURE
of
TERMS AND CONDITIONS
of
ELECTRONIC FUND
TRANSFER SERVICES
and
CARDHOLDER AGREEMENT

OFFICE HOURS

Monday thru Thursday 7:30 - 4:30
Friday 7:30 - 3:30

**THE HEART CENTER
FEDERAL CREDIT UNION**
100 Port Washington Blvd.
Roslyn, NY 11576

THE HEART CENTER FEDERAL CREDIT UNION

Electronic Funds Transfer Disclosure and Card Holder Agreement

Dear Member:

The terms and conditions of the general disclosure that follows is applicable if you are on direct deposit, arranged regular payments to third parties or preauthorized transfers from one or more of your accounts, or you have or have requested a 24 hour Banking Card. 24 hour Banking Cardholders are subject to the terms and provisions of the included agreement which follows the general disclosure.

In advance, we thank you for choosing to belong to the Heart Center Federal Credit Union.

General Disclosure Statement

1. EXCEPT WHERE OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT ON ELECTRONIC FUNDS TRANSFERS; THEREFORE, YOU SHOULD NOT EMPLOY THIS SERVICE FOR SERVICES AND/OR PURCHASES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT FOR SUCH SERVICES AND/OR PURCHASES.

The initiation by you of your Electronic Funds Transfers from your account will, except as otherwise provided in this agreement, effectively eliminate your ability to stop payment of the transfer.

Protected Consumer Use of E.F.T.

Electronic Funds Transfer Laws were enacted to provide means for financial institutions, businesses, and consumers to conduct their business relations more conveniently. Transferring funds electronically will supplement the use of checks, credit and cash and will not replace these present methods of doing business. As a consumer, you should be aware of your rights if you choose to utilize this system.

(a) Prohibition of compulsory use. No person may:

- require you to use a preauthorized Electronic Funds Transfer as a condition for the extension of credit unless the credit is being extended in connection with an overdraft checking plan, or is being extended to maintain a specified balance in your account, or
- require you either to accept a transfer of service or to establish an account which is accessed electronically as a condition of employment or receipt of a government benefit, or
- require you to pay electronically for the purchase of goods or services. If your account is to be credited by a preauthorized transfer, you may choose the financial institution to which the transfer may be made, if the institution is technically capable of receiving such preauthorized transfer.

(b) Waiver of rights. No writing or agreement signed by you can waive the rights conferred to you unless you decide to waive these rights in settlement of a dispute or action.

(c) Discounts. No store or retail business may offer a discount to you for making payment on any purchases of goods or services by electronic payment, rather than by cash, check, or charge.

(d) Refunds. If it is the policy of a store or retail business to give cash refunds in return for an item purchased by cash, then this policy must also cover refunds for items purchased by Electronic Funds Transfer unless it is clearly disclosed at the time the transaction is consummated that no cash or credit refunds are given for payments made by Electronic Funds Transfer.

(e) Suspension of Obligations. If a person agrees to accept payment by means of an Electronic Funds Transfer and the system malfunctions, preventing such a transfer, then the customer's obligation is suspended until the transfer can be completed, unless that person, in writing, demands payment by other means.

(f) Criminal liability. Procuring or using a card, code, or other means of electronic access to an account with the intent to defraud is a basis for criminal liability.

2. Errors in Electronic Funds Transfers or Questions About Your Electronic Funds Transfers.

Please call us at the appropriate telephone number printed on the front cover of this Agreement, during business hours indicated, or write to us at the appropriate address shown on the inside front cover promptly if you believe that an unauthorized Electronic Funds Transfer has been or may be effected, think your statement receipt is wrong, need more information about a transfer listed on a statement or receipt, have any questions or complaints, or desire to seek resolution of a problem. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

(a) Tell us your name and account (if any).

(b) Describe the error or the transfer you think is incorrect, and clearly explain why you believe it is an error or why you need more information.

(c) Tell us the dollar amount of the suspected error.

If you notify us orally, we have the right to require you to send us your complaint or question in writing within 10 calendar days following the date you notified us.

We will report to you the results of our investigation within 10 calendar days (20 calendar days, in the case of a transfer initiated outside the United States) following the date you notified us. We will correct any error promptly. If we need more time, however, we may take up to 45 calendar days (90 days, in the case of a transfer initiated outside the United States) to investigate your complaint or question following the date you notified us in writing we will provisionally recredit your account for the amount you think is in error, so that you will have 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 calendar days following your oral notification, we may not provisionally recredit your account.

If we decide that there was no error, we will send you a written explanation within 3 days after we finish our investigation. You may ask for copies of the documents that we used in our investigation, and we must make these available to you for your inspection. For a reasonable fee covering our duplication costs, we will provide you with copies of any such documents which you request. If your alleged error concerns a transfer to or from a third party (for example, a Social Security payment) our investigation may be limited to a review of our own records. If we decide that there was no error, you may want to contact such third party to pursue the matter further.

If you comply with the conditions set forth above cases in which you think that a transfer from your account was initiated by a third party which was authorized to initiate any transfers from your account we will request a copy of the third party's authorization. If we do not request it within 30 calendar days, we will provisionally recredit your account for the transfer you think is unauthorized, so that you will have use of your money until we determine whether you had authorized the transfer.

3. Our Liability for Failure to Make Transfers.

- (a) **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 in the following situations:
- If through no fault of ours, you do not have enough money in your account to make the transfer.
 - If the transfer will cause you to exceed the credit limit on any line of credit which may be authorized through use of the card.
 - If the system was not working properly and you knew about the breakdown when you started the transfer.
 - If the machine where you are making the transfer does not have enough cash.
 - If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
 - If the funds are subject to legal process or other encumbrance restricting such transfer.

4. Preauthorized Transfers.

- (a) **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 by contacting us at the appropriate address or telephone number printed on the front cover of this Agreement during the hours indicated in time for us to receive your request 3 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 14 days after you call. Once we have processed your stop payment request, we will stop all payments, in the amount indicated by you, to the third party named in your request, unless you instruct us in writing to resume making payments.
- (b) **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. However, you may choose instead to get this notice only when the payment would differ by more than a stated amount from the previous payment, or when the amount would fall outside certain limits that you have set.
- (c) **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

5. Your Right to Receive Documentation of Transfers.

- (a) **Terminal transfers.** You can get a receipt at the time you make any transfer to or from your account when you use a 24 Hour Banking machine.
- (b) **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, and you DO NOT receive verification each time a deposit is made from that party, you may call us at the appropriate telephone number during the business hour printed on the front cover of this Agreement to find out whether a deposit was made. You may call us to verify a preauthorized credit as described above.
- (c) **Periodic statements.** You will be sent quarterly account statements.

6. Evidence.

Any documentation provided to you which indicates that an Electronic Funds Transfer was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

7. Disclosure of Account Information to Third Parties.

In order that your privacy may be protected, we will not disclose any information about you or your account to any person or organization, or agency except:

- (a) for certain routine disclosures necessary for the completion of a transfer; or
- (b) for verification of the condition and existence of our account for credit bureau or merchant; or
- (c) to persons authorized by law in the course of their official duties; or
- (d) to our auditors, service providers, affiliates, attorneys, or collection agents in the course of their duties; or
- (e) pursuant to a court order or lawful subpoena; or
- (f) to consumer reporting agency as defined in New York General Laws; or
- (g) by your written authorization which shall automatically expire 45 days after our receipt of your authorization.

If an unauthorized disclosure has been made, we must inform you of the particulars of the disclosure within 3 days after we have discovered that an unauthorized disclosure has occurred.

8. Business Days.

Our business days are Monday through Friday. Holidays are not included.

9. Terminating this Agreement.

If you wish to terminate this Agreement, notify us by writing to the appropriate address printed on the front cover of this Agreement. We may also terminate this Agreement at any time.

10. Amendments.

We have the right to change this Agreement from time to time. We will notify you at least 30 days before a change will take effect if it will cause you greater costs or liability, or if it will limit your ability to engage in electronic transfers, we do not have to notify you in advance, however, if the change is necessary for security reasons.

11. Rules, Regulations and Other Agreements.

Your accounts may also be governed by other agreements between you and this Credit Union. If any terms of other agreements are in conflict with the terms of this Agreement, the terms in the Agreement shall be followed.

12. Notices.

All notices from us will be effective when we have mailed them or delivered them to the last address that we have for you in our records. In the case of a joint account, notice to or from one account holder will be effective for all the account holders.

13. Collection Expenses.

If we take legal action, such as the filing of a lawsuit or collect what you owe us, you will pay our reasonable expenses, including attorney's fees.

14. Laws Applicable to the Agreement.

The laws of the State of New York and any applicable Federal laws will apply to this Agreement. If any terms or the Agreement cannot legally be enforced, the Agreement is considered changed to the extent necessary to comply with the laws.

The Heart Center Federal Credit Union Banking Cardholder Agreement

1. Your Card and PIN:

To use the 24 Hour Banking Card service, you must have an access card and a Personal Identification Number (pin). By selecting your PIN, you are legally bound by this agreement.

2. Your Selected Accounts:

You can request a 24 Hour Banking Card to access a Share or Share Draft account.

3. Using the 24 Hour Banking Card:

Your access card and PIN can be used at any PLUS/CIRRUS machine or at any merchant that participates in these systems.

- (a) cash withdrawals: To obtain withdrawals and to charge them to your selected account, Share or Share Draft.
- (b) transfers between accounts: To transfer money between the following accounts, if they were selected, Share account and Share draft accounts.
- (c) Balance inquiries: To check the balance of your Share and Share draft accounts.
- (d) Locations: some of these services may not be available at all locations.

4. Receipts and Periodic Statements:

A receipt will be provided by 24 Hour Banking for financial transactions made with your access card at the machine. You will receive monthly and quarterly accounts statements showing your 24 Hour banking transactions.

5. Additional Limits on Using 24 Hour Banking:

We will not be required to complete a withdrawal or transfer from your selected Share or Share draft account if you do not have enough collected funds in the account, free of legal restrictions, to cover the transaction. We may complete the transaction, however.

Available cash for withdrawal will be offset by the amount(s) of your monthly payments on payroll deducted loans.

You agree not to use your access card for a transaction that would cause the balance in any selected Share or Share Draft account to go below zero, or that would cause a withdrawal or transfer from an account that you do not have or have not selected. We will not be required to complete any such transaction, but if we do, you agree to pay us the excess amounts of improperly withdrawn or transferred funds immediately upon request. You may use the 24 Hour Banking card to withdraw a maximum of \$300.00 per day; or \$300 over non business hours. We may limit or refuse to complete a transaction when necessary for security reasons.

SCHEDULE OF FEES PER TRANSACTION

Withdrawals, Inquiries and Denials
are \$1.00 per transaction

Your savings federally insured to \$100,000

NCUA

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