

**NORTHEASTERN  
OPERATING ENGINEERS  
FEDERAL CREDIT UNION**

Re: Your Request for Membership Information

Dear Sir/Madam:

We appreciate your interest in opening an account at Northeastern Operating Engineers Federal Credit Union.

Enclosed are the following:

- **New Account Application – Savings Account** – (minimum balance of \$100 is required in order to waive the \$10 monthly service fee.)
- **Share Draft – Free Checking Application** (no minimum balance is required.)
- **ATM Debit Card Application**
- **Direct Deposit Authorization** (if applicable through employer)
- **Rate and Fee Schedule**
- **Privacy Notice and Disclosure**
- **Patriot Act Disclosure**

Once you become a member of our Credit Union, the members of your immediate family are also eligible for membership.

We will need a photocopy of your union card, social security card, and driver's license (if your address doesn't match your license, we will need proof of address ex. utility bill, paystub or bank statement.). If you have a joint-owner, we will need a copy of his/her driver's license and social security card as well. Please send the completed applications for membership with your signature notarized, the required photocopies, and a check/money order for \$100.00 to the Northeastern Operating Engineers Federal Credit Union in the enclosed envelope for your convenience, or we welcome you to stop by the Credit Union located at 16-16 Whitestone Expressway, Whitestone, New York, 11357. Our hours of operation are Monday through Friday, 7:30-4:00 pm.

We look forward to assisting you in all your future financial endeavors. If you need any additional information please feel free to contact the Credit Union at (718) 847-0202.

Sincerely,

Member Services

# NORTHEASTERN OPERATING ENGINEERS

FEDERAL CREDIT UNION

## Account Card / Application for Membership

Please print legibly. For assistance with this form, please call us at (718) 847-0202.

I filled out this card to:			<input type="checkbox"/> Open a New account
			<input type="checkbox"/> Update Existing Account Information as of
Name (First, Last):		New Acct#	
<i>Signature:</i>		SS# / TIN#	
Date of Birth:	Sex:	E-Mail Address:	
	<input type="checkbox"/> Male <input type="checkbox"/> Female		
Driver's License Number & State:		Mother's Maiden Name:	
<b>Home Address (No P.O. Boxes)</b>			
Street/Apt		Home Phone Number	
City/State/Zip		Cell Phone	
<b>Mailing Address (if same as above, skip this section)</b>			
Street/Apt		P.O. Box	
City/State/Zip			
<b>Reference Information</b>			
Name/Relationship		Phone Number	
Street/Apt		City/State/Zip	
<b>Employment Information</b>			
Employer		Location	Starting Date
Work Phone Number	Union Affiliation Local #	Eligibility for Membership <input type="checkbox"/> Union Member <input type="checkbox"/> Employee <input type="checkbox"/> Relative of Member	
<b>Type of Account Ownership</b>			
<input type="checkbox"/> Individual <input type="checkbox"/> Joint With Survivorship <input type="checkbox"/> Trustee <input type="checkbox"/> Association/Corporation			
<b>Joint Owner/Trustee Information (if any)</b>			
Name (First, Last):		SS# / TIN#	
<i>Signature:</i>		Relation to Primary Owner	
Date of Birth	Sex:	E-Mail Address:	
	<input type="checkbox"/> Male <input type="checkbox"/> Female		
Driver's License Number & State		Mother's Maiden Name	
Street/Apt.		Home Phone Number	
City/State/Zip		Cell Phone Number	
Employer/Location		Work Phone Number	

Beneficiary Information	
Primary Beneficiary (Last, First, Middle)	Home Phone Number
SS# / TIN#	Work Phone Number
Street/Apt.	City/State/Zip
Secondary Beneficiary (Last, First, Middle)	Home Phone Number
SS# / TIN#	Work Phone Number
Street/Apt.	City/State/Zip
Account Types Requested	
<input checked="" type="checkbox"/> Share (Mandatory) <input type="checkbox"/> Share Draft (Checking) <input type="checkbox"/> Share Certificate <input type="checkbox"/> Money Market	

The USA Patriot Act requires credit unions to take extra security precautions to help the government fight the funding of terrorism and money laundering activities. Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. These new procedures are designed to prevent crimes, such as identity theft and account fraud, that terrorists commit to finance their operations against the U.S and its citizens.

<u>IRS Certification:</u>  Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number, that I am not subject to backup withholding, and that I am a U.S. citizen or resident alien.  Signature _____ Date _____	
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If the account is designated as a joint account, by signing below, we agree that all funds deposited into the account, including any earnings thereon, shall be owned by us jointly with the right of survivorship. On the death of one party to the joint account, all sums in the account on the date of the death vest in and belong to the surviving party or parties as his/her separate property and estate.

By signing below, I/we acknowledge receipt of your Account Agreement and Disclosures booklet along with USA Patriot Act flyer. I/we agree to be bound by the terms and conditions set forth in your Disclosure Statements and Account Agreements. I/we agree to conform to the Credit Union's Rules, Regulations, Bylaws, and Policies now in effect and as amended or adopted hereafter. I/we agree to pay any charges or fees which may be required or assessed under such Rules, Regulations, Bylaws, and Policies. By applying for membership in the Northeastern Operating Engineers Federal Credit Union, **I/we authorize you to check my credit and employment history and I/we understand that you may request and use credit reports** when considering my/our application to open an account or apply for related financial services. I/we also agree to subscribe for at least one share.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

<u>For Credit Union Use Only:</u>	
Date Approved:	_____
Opened By:	_____
Verified By:	_____

**If Notary is required:**

This person appeared before me \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
Notary Signature

(stamp)



# NORTHEASTERN OPERATING ENGINEERS FEDERAL CREDIT UNION

## Request for Share Draft Account

Please print legibly. For assistance with this form, please call us at (718) 847-0202.

<b>Please complete entire form to avoid processing delays and then mail or fax to us.</b>			
<b>Mail: Northeastern Operating Engineers Federal Credit Union</b> Attention: Member Services 16-16 Whitestone Expressway Whitestone, N.Y. 11357		<b>Fax: (718) 847-2525</b> Attention: Member Services  New Account Number:	
<b>Member Information</b>			
<b>Date:</b>		<b>Daytime Telephone:</b>	
<b>Name: (Last, First, Middle)</b>		<b>E-mail Address:</b>	
<b>Signature(s):</b>		<b>Social Security # / Taxpayer ID #:</b>	
<b>Funding the Account</b>			
Your first set of checks is free with the opening of your account. Additional checks must be purchased by you and can be obtained by calling us at (718) 847-0202. There are no fees for maintaining this account.			
<input checked="" type="checkbox"/> Transfer the following amount of money from my share account		<b>Amount:</b>	
<input type="checkbox"/> Deposit the enclosed money to my share draft account			
<b>Check Order Information</b>			
<b>Style Code Desired:</b>		Unless specified, we will order the Blue Safety (BSDS)	
<b>Cover:</b>	<b>Starting Check #:</b>	<b># of Boxes</b>	<b>Edge or Center Cut:</b>
<b>Please print information exactly as you would like it to appear on the check</b>			
<b>Name(s):</b>			
<b>Name(s):</b>			
<b>Address Line #1:</b>			
<b>Address Line #2:</b>			
<b>City, State Zip:</b>			
<b>Other (if desired):</b>			
<b>Disclosures</b>			
By signing below, I/we acknowledge receipt of your Account Agreement and Disclosures booklet. I/we agree to be bound by the terms and conditions set forth in your Disclosure Statements and Account Agreements. I/we agree to conform to the Credit Union's Rules, Regulations, Bylaws, and Policies now in effect and as amended or adopted hereafter. I/we agree to pay any charges or fees which may be required or assessed under such Rules, Regulations, Bylaws, and Policies. I/we authorize you to check my credit and employment history and I/we understand that you may request and use credit reports when considering my/our application to open a share draft account. I understand to obtain an overdraft protection loan I must apply and be accepted.			
<b>Signature:</b>		<b>Date:</b>	<b>Signature:</b>

<b>For Credit Union Use Only:</b>			
Opened in Fiserv: _____		Date: _____	
Verified By: _____		Date: _____	

# NORTHEASTERN OPERATING ENGINEERS

**FEDERAL CREDIT UNION**

## DEBIT CARD APPLICATION

*Please print legibly. For assistance with this form, please call us at (718) 847-0202.*

General Account Information		
<b>Members must have a share draft account.</b>		
<b>If requesting two cards, both individuals must be co-owners of the account and both must sign the agreement.</b>		
Credit Union Acct#:	<input checked="" type="checkbox"/> Share Account <input checked="" type="checkbox"/> Share Draft Account	# of Cards Requested:
Cardholder # 1		
Name (Last, First, Middle):	Social Security Number	
Street / Apt.	City/State/Zip	
Home Telephone	Daytime Telephone	
Mother's Maiden Name	Date of Birth	
Employer	Do you get direct deposit?	
Cardholder # 2		
Name (Last, First, Middle):	Social Security Number	
Street / Apt.	City/State/Zip	
Home Telephone	Daytime Telephone	
Mother's Maiden Name	Date of Birth	
Employer	Do you get direct deposit?	
Disclosure		
<p>By signing below, I acknowledge receipt of your Account Agreement and Disclosures booklet. I agree to be bound by the terms and conditions set forth in your Disclosure Statements and Account Agreements. I agree to conform to the Credit Union's Rules, Regulations, Bylaws, and Policies now in effect and as amended or adopted hereafter. I agree to pay any charges or fees which may be required or assessed under such Rules, Regulations, Bylaws, and Policies.</p> <p>I understand that the Card must be surrendered promptly upon closure of my account or upon the written request of the Credit Union, or be disposed of or destroyed in accordance with the Credit Union's instruction.</p> <p>I understand that the card will be valid for three (3) years from the date of issuance, unless cancelled, and the Credit Union may issue a new Card provided I maintain my account in accordance with the Credit Union's then effective Rules, Regulations, Bylaw and Policies.</p> <p>I understand that I will be responsible for fees and charges incurred as a result of use of the card as set forth in the Rate and Fees Schedule, Rules, Regulations and Bylaws of the Credit Union, as amended from time to time. To the extent permitted by law, my responsibility may extend to unauthorized use of the card and usage after the account is closed.</p> <p>I understand that the fees and/or fee structures may change from time to time. And that I will be notified of any such changes in accordance with the Terms and Conditions of my account or as otherwise permitted by law. I understand that I may incur additional surcharges or fees when using ATMs not owned and operated by the Credit Union. These fees or charges will be deducted from my account, are set by and paid to other financial institutions and are not in the control of the Credit Union. I understand that I am responsible for paying any such fees. I understand that International ATM transactions will be charged at a higher rate, in accordance with the Rate and Fee Schedule.</p> <p>I am responsible for reporting lost/stolen cards or unauthorized transactions immediately, in accordance with the Terms and Conditions of my account, and may be responsible for unauthorized transactions, to the extent permitted by law. I understand that I will be assessed a fee for canceling the card. If you believe your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (718) 847-0202 or write: <b>ATM / Debit Card Coordinator</b>  <b>16-16 Whitestone Expressway</b>  <b>Whitestone, N.Y. 11357</b></p> <p>I understand that I may make withdrawals from authorized terminals and purchase goods or services in point-of-sale transfers as set forth in and subject to the limitation of the Rate and Fee Schedule, or as may be limited by the provider of the terminal or service.</p>		
<b>Signature</b>	<b>Date</b>	
<b>Signature</b>	<b>Date</b>	

<p><u>For Credit Union Use Only:</u></p> <p>Card / Pin Ordered: _____</p> <p>Set up in Fiserv: _____</p>
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# NORTHEASTERN OPERATING ENGINEERS

FEDERAL CREDIT UNION

## Payroll Deduction Authorization

Dear Employer:

I hereby authorize you to automatically deduct the specific amount listed below from my paycheck and send it to my account at Northeastern Operating Engineers Federal Credit Union until further notice from me. If necessary, I also authorize you to initiate debit entries and adjustments for any credit entries to my account posted in error.

I understand that the Credit Union need not notify me at the time the funds are received. I can contact the Credit Union during business hours to determine that the automatic deduction reached my account and will receive written confirmation of the automatic deduction on my monthly account statement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Please print legibly. For assistance with this form, please call us at (718) 847-0202 (f) (718) 847 2525*

<b>Please complete entire form to avoid processing delays and then mail or fax to us.</b>		
<b>Mail: Northeastern Operating Engineers Federal Credit Union Attention: Member Services 16-16 Whitestone Expressway Whitestone, N.Y. 11357</b>		<b>Fax: (718) 847-2525 Attention: Member Services</b>
<b>To be completed by NEFCU member</b>		
<b>Name (Last, First, Middle)</b>		<b>SS# / TIN#</b>
<b>Home Phone Number</b>		<b>Work Phone Number</b>
<b>Credit Union Acct # (MANDATORY)</b>		<b>Account Type [ ] Savings [ ] Checking</b>
<b>Company Name</b>	<b>Payroll Department Contact</b>	<b>Payroll Dept. Phone Number</b>
<b>Please deduct \$ _____ from each paycheck</b>		

### Instructions to Employer:

Send the money to Northeastern Operating Engineers Federal Credit Union

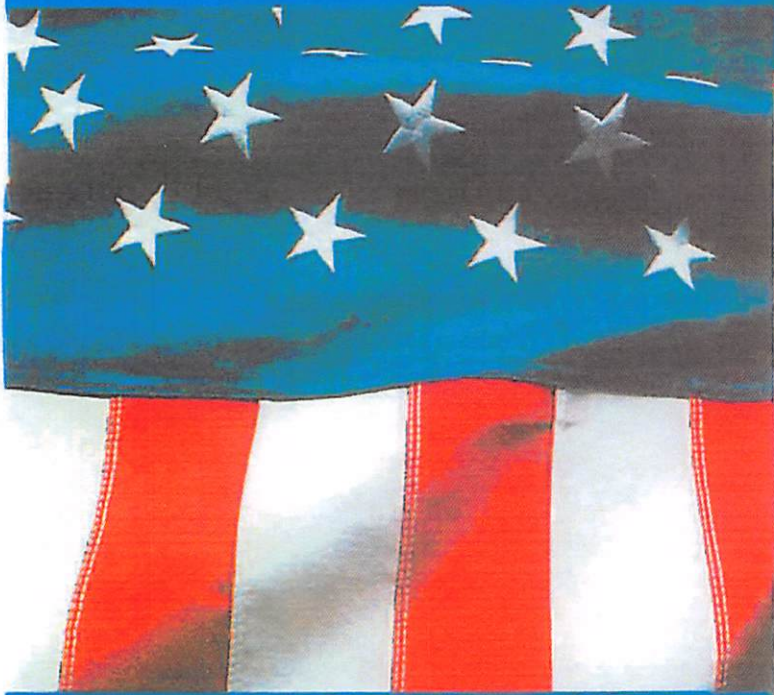
Our routing/ABA number 2260 7847 6

You will need to specify the member's account number and account type (see above).

Any questions can be addressed to us at (718) 847-0202



# USA PATRIOT ACT



**You Can Help Us  
in the War on Terrorism**

The USA PATRIOT Act requires credit unions to take extra security precautions to help the government fight the funding of terrorism and money laundering activities. Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. These new procedures are designed to prevent crimes, such as identity theft and account fraud, that terrorists commit to finance their operations against the U.S. and its citizens.

## **YOUR UNDERSTANDING AND COOPERATION ARE APPRECIATED.**

When an account is opened or changed, you will be asked for your name, address, date of birth, and other information that will allow us to identify you. We will also ask to see your driver's license or other identifying government-issued documents. The definition of an account covers a broad range of regular financial transactions such as deposit, transaction, asset, or credit accounts or other extension of credit. The required verification may be inconvenient for some but a strong deterrent for terrorists and other criminals. You can rest assured that we will only request the information required by the law ... and that we will use the information only for purposes of complying with the law. Your privacy is our top concern, and we will respect and protect it as always, consistent with the law's requirements. Thanks for your understanding and help in this critical effort. The war on terrorism is being fought on many fronts, and this is one of them.



Presented by the National Association of Federal Credit Unions, an independent trade association representing federally chartered credit unions nationwide.

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**NORTHEASTERN  
OPERATING ENGINEERS  
FEDERAL CREDIT UNION**

Disclosure Booklet

Terms & Conditions



Funds Availability Disclosure



Electronic Funds Transfer Agreement & Disclosure



Truth-in-Savings Disclosure

16-16 Whitestone Expressway

Whitestone, NY 11357

P: (718) 847-0202

F: (718) 847-2525



MEMBERSHIP ACCOUNT AGREEMENT

I. TERMS & CONDITIONS OF YOUR ACCOUNT

Dear Member:

This Agreement contains the rules, rights and responsibilities that govern your account(s) with Northeastern Operating Engineers Federal Credit Union (hereinafter known as "NOEFCU" and/or the "Credit Union"). Please read it carefully. As used in the Agreement, the words "we", "our", and "us" mean the Credit Union and the words "you" and "your" mean the owner(s) of this/these account(s) or anyone appointed by or on behalf of the owner(s) to sign on the account, acting as a representative. By signing your signature card or continuing to have an account with us, each of you, jointly and severally, agree to the terms and conditions of the Agreement, the Funds Availability Disclosure, the Truth-In-Savings Disclosure, the Rate and Fee Schedule, our bylaws and policies, and any bylaw amendments or amendments to these documents. You agree to pay the fees we charge and give us the right to collect any fees, as earned, directly from the account balance. You will receive a separate schedule of rates, qualifying balances, and fees.

The Agreement is subject to applicable Federal laws and the laws of the State of New York, except to the extent that it can and does vary from such rules or laws. It is intended to summarize the existing rules applicable to the more common transactions, establish rules to govern transactions to the extent the law does not regulate them or permits flexibility, establish rules for certain events or transactions which the law already regulates but permits variation by agreement and provide you with our funds availability, electronic fund transfers and truth-in-savings policy disclosures.

1. **MEMBERSHIP ELIGIBILITY** - To be a member of the Credit Union, you must meet the eligibility requirements of membership and maintain at least one (1) membership share, as provided in the Credit Union Bylaws. You authorize us to obtain information on your account, credit and employment history, including reports from third parties, such as credit reporting agencies, to determine your eligibility for requested services that we provide.

2. **OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to your account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership on any or all of our accounts.

(a) **Individual Account** - is owned by one member.

(b) **Joint Account-With Survivorship** - 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. We may release the entire account to any owner during the lifetime of all owners. We may honor withdrawal requests from any owner during the lifetime of all owners and will not be liable for doing so. When one owner dies, all funds in the account will pass to the surviving owner(s).

(c) **Corporate, Partnership, Un-Incorporated Associations and other Organizational Accounts** - a separate authorization designating the person(s) permitted to make withdrawal from any such account, and setting forth any restrictions or conditions on account access, will normally be required by us. We will honor the authorization in accordance with its terms until it is amended or terminated in writing by the governing body of such organization.

(d) **Accounts for Individuals Less Than 18 Years Old** - NOEFCU may require an account established by or on behalf of a minor to be a joint account with a person who has attained their majority under state law and each shall be jointly and severally liable for fees, charges and overdrafts in accordance with the Rate and Fee Schedule. Only the minor and the joint account holder will have access to such account(s).

**NOTE ON ACCOUNT TRANSFERS** - Your account may not be transferred or assigned without our prior written consent.

3. **RATES AND FEES** - Account earnings are paid and fees are assessed against your account in accordance with the Rate and Fee Schedule. We may change the Rate and Fee Schedule at any time, notifying you as required by law.

4. **ACCOUNT ACCESS** - (a) **Signature** - Your signature on your account card authorizes your access to your account and any one of you who signs it, including anyone signing in a representative capacity, may withdraw or transfer all or any part of the funds at any time on forms approved by us. If we refuse to honor an item or fail to follow an instruction because we believe the signature is not genuine, we will not be liable. Anyone who signs the account card may endorse any item payable to any of the other account owners for deposit to this account or for any other transaction with us.

(b) **Methods of Access** - You authorize us to honor transactions on your account initiated by a third party to whom you have provided your account number. You



may withdraw or transfer funds in any manner we permit. Any draft drawn on a form other than that which we provide may be returned as unpaid, and you will be responsible for any costs we incur as a result of handling such a draft. We are not obligated to honor a power of attorney. We may review and approve any form of power of attorney and may limit account withdrawals or transfers. We may refuse to honor any withdrawal or transfer request that does not conform to our permitted methods of withdrawal or transfer. A telephone transfer of funds from this account to another account with us may be and will generally be subject to the same conditions applicable to withdrawals made in writing. We may require you to notify us of your intention to withdraw shares or deposits from your account, in accordance with our bylaws. Withdrawals from a time deposit prior to maturity may be restricted and be subject to a penalty of up to three months' dividends.

(c) ACH & Wire Transfers - We may permit you to initiate or receive credit or debits to your account through ACH or wire transfers. You agree that if you receive funds through an ACH or wire transfer that we may inform you of the transfer by indicating it on your periodic statement and that we need not notify you at the time the funds are received. When you initiate a wire transfer, we may rely on your identification of the recipient by name or account number as being proper, even if it is not correct.

(d) Agents - An agent may be authorized to make transactions in your account on your behalf, but will have no ownership interest in the account. We may refuse to accept an agent, or an agency account.

5. LIMITATIONS ON TRANSACTIONS - Restrictions on Withdrawal - We will permit withdrawals only if your account has sufficient funds available to cover the full amount of the withdrawal or if you have an overdraft protection plan with us. Withdrawals made when insufficient funds are available may be subject to service charges as set forth in the Rate and Fee Schedule. We may refuse to allow a withdrawal in some circumstances, and will so advise you. Examples of situations in which we may refuse to allow a withdrawal include, but are not limited to, situations in which: (1) a dispute between account owners exists; (2) account funds are subject to legal garnishment; or (3) you fail to make timely payment on loans we made to you.

6. DEPOSIT OF FUNDS - You may deposit funds in any account, in any manner approved by us, in accordance with the Rate and Fee Schedule.

(a) Final Payment - Any items, other than cash, accepted for deposit (including items drawn "on us") will be given provisional credit only until collection is final (and 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). If we do not receive final payment, we may charge your account in the amount of the item or transfer and we may assess a return item charge to your account.

(b) Crediting of Deposits - We are not responsible for transactions initiated by mail or outside depository until we actually receive them. All transactions received after our "daily cut-off time on a business day we are open, or received on a day in which we are not open for business, will be treated and recorded as if initiated on the next following business day that we are open. You must instruct us how payments and deposits are to be applied. If it is unclear how a payment or deposit is to be applied, we will exercise our judgment in determining how it will be applied. If, after exercising our judgment, it is still unclear how the payment or deposit should be applied, it will be deposited in your regular share account.

(c) Dividend Payments - We are prohibited by law from guaranteeing the payment of dividends, or that dividends we do pay will be at the contracted rate. We must base our dividend payments to you upon the money we actually earn and that is available for distribution at the end of a dividend period.

(d) Endorsements - We may accept checks, drafts, transfers or other items for deposit into your accounts if they are made payable to, or to the order of, one or more account owners, whether or not they are endorsed by all payees and you authorize us to supply the missing endorsements of any owners. If any item payable to more than one person is unclear as to whether it is payable to either or both, we may process the item as if it is payable to either. We may require that endorsements be provided in accordance with instructions set forth on the draft, check or item. Endorsements must be made on the back of a share draft or check with one and one-half (1 1/2) inches from the top edge, though we may accept endorsements that are outside the specified space. You are responsible for any loss we incur from delays or processing errors that resulted from irregular endorsements or markings, whether by you or by a prior endorser.

(e) Collection of Items - In handling items for deposit or collection, we act only as your agent and need only exercise ordinary care. We are not responsible for deposits made by mail or at unstaffed facilities until we receive them. We may send any item for collection. You waive your notice of nonpayment, dishonor or protest for items we purchase or receive for credit or collection to your account.

(f) Direct Deposits - We may offer pre-authorized deposits or pre-authorized transfers. Authorization shall be made by completing a separate form for each pre-authorized deposit or pre-authorized transfer. To change or cancel a pre-authorization, you must provide us with notice at least thirty (30) days in advance. The

authorizations will continue in force after a bankruptcy filing, unless you cancel them. If, in connection with a direct deposit plan, we deposit any amount in this 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 this account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

(g) Original Items - Unless otherwise agreed, you waive any right to receive any original item after it is paid.

7. OVERDRAFTS - (a) Liability - If the funds in your share accounts are insufficient to cover drafts, fees and other items posted to your account on any day, any such insufficient funds will be handled in accordance with our overdraft procedures. Any overdrafts, whether paid or returned, may be subject to fees, as set forth in the Rate and Fee Schedule. If we pay an overdraft, you agree to pay the overdraft amount immediately. The determination of insufficient funds may be made at any time between presentation of the item and our midnight deadline, and will be made only once during that time. (b) Overdraft Protection Plan - Overdraft protection is available, by application of the account holder and subject to creditworthiness. Under an approved Overdraft Protection Plan we will honor drafts when there are insufficient funds in accordance with the terms of the plan. The fee for overdraft transfers, if any, is set forth in the Rate and Fee Schedule.

8. POSTDATED AND STALEDATED CHECKS - Unless you notify us that you have postdated a particular draft, we may pay such draft regardless of the date. Notice of postdating of particular drafts must be given to us within a time in which we can reasonably notify our employees and act upon your notice. You must provide us with complete and accurate information about any such draft to enable us to identify it, and we are not responsible if you give us incomplete or inaccurate information. We may require an oral notification to be confirmed in writing. You agree not to deposit any drafts or other items before they are payable. We may decline to pay any check or draft drawn on your account if presented more than six (6) months after it is dated.

9. STOP-PAYMENTS - A stop-payment order must be received in time to give us a reasonable opportunity to act on it. You must identify the account number, draft number, date and amount of the item, and the payee. If you provide us with incomplete or inaccurate information, we will not be responsible for failure to stop payment. We may require an oral stop-payment request to be confirmed in writing. We may honor a stop-payment request made by the person who signed the draft or by any other person having an equal or greater right to withdraw from the account other than the person who signed the draft. A release of the stop-payment



request may be made only by the person who initiated the stop-payment. We will not stop payment on any payment guaranteed by us, including any teller's check, cashier's check or certified check. We may charge a fee for a stop-payment order, as set forth in the Rate and Fee Schedule.

**10. YOUR LIABILITY** - You agree for yourself, and for any person or entity you represent if you sign as a representative of another, to the terms of this account and the Rate and Fee Schedule. You authorize us to deduct any charges directly from your account balance. You agree to pay any additional charges for services you request that are not covered by this agreement. You are jointly and individually liable for any loss, cost or expense incurred by us that results from your failure to abide by the terms of this agreement, for any account deficit resulting from charges or overdrafts, and for our costs incurred to collect any deficit, which may include reasonable attorneys' fees. You authorize us to directly deduct any such loss, cost or expense from your account without prior notice. We may suspend your membership rights if you violate the terms of this agreement.

**11. LEGAL PROCESS** - If your account is subject to any legal action, we may pay out any funds in accordance with the terms of the legal action or refuse to do so until resolution of the dispute. Any costs or expenses incurred by us in responding to the legal process - including any attorneys' fees - may be charged against your account without notice. Any legal process against your account is subject to our statutory lien and security interest.

**12. CREDIT UNION LIABILITY** - We may be liable for your losses or damages if we fail to properly complete a transaction in accordance with the terms of the Agreement. Any such losses or damages are limited to the amount of the transaction, except as otherwise provided by law. We will not be liable if the failure to complete the transaction resulted from: (1) insufficient funds available in your account to complete the transaction; (2) circumstances which are beyond our control which prevent the completion of the transaction; (3) negligence on your part or on the part of another financial institution; or (4) your funds being subject to legal processes or other claims.

**13. CREDIT UNION LIEN AND RIGHT TO REPAYMENT OF INDEBTEDNESS** - If you are indebted to us in any manner, we have a statutory lien against funds in any account in which you have an ownership interest, unless prohibited by law. To the extent permitted by law, we may deduct from any 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, we may demand payment under the terms of the note, including any balance due date for which we properly accelerate under the note, and may deduct such amount from your account.

Our right to repayment does not apply to your 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, or (c) the debtor's right of withdrawal arises only in a representative capacity, or (d) to the extent that 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. You agree to hold us harmless from any claim arising as a result of our exercise of our right to repayment.

**14. STATEMENTS** - Within a reasonable time - not exceeding fourteen (14) days from the time we send you your statement- you must provide notice to us of any unauthorized transactions, signatures or alterations. If you fail to notify us within that time you cannot assert the unauthorized signature or alteration against us. If we fail to exercise ordinary care in paying an item with an unauthorized signature or alteration, we will not be able to assert these protections, unless you fail to notify us of the unauthorized signature or alteration within sixty (60) days after we send you your statement or make it available to you. You must notify us of any problem other than an unauthorized signature or alteration within sixty (60) days of when we send you your statement or make it available to you. Failure to notify us within such will result in the forfeiting of your right to assert any such problem against us.

**15. AMENDMENTS AND TERMINATION** - We reserve the right to amend our bylaws and any term of this Agreement. We may waive any terms of this Agreement without waiving our right to future enforcement of any such term. We will give you reasonable notice of changes, as may be required by law. We reserve the right to close this account if your membership in this Credit Union terminates.

**16. RESTRICTIVE LEGENDS** - We are not required to honor any restrictive legend on any draft or items you write.

**17. FACSIMILE SIGNATURES** - We will accept faxed signatures which resemble signature specimens on your signature card, or that are filed separately with us, for financial transactions.

**18. ACCOUNT INFORMATION** - We agree not to disclose your account information to third parties, except when: (a) we have your written permission; (b) it is necessary to complete a transaction; (c) the third party wishes to verify the existence or condition of your account in accordance with applicable law; or (d) the disclosure is in compliance with the law or with an order of a government agency or court.

If requested, we will provide you with the name and

address of each agency from which we obtain a credit report relating to your account.

**19. NOTICES** - (a) It is your responsibility to notify us of any change of name or address. We are only required to communicate with you at your last known address. We may accept oral notification, but request that notice be made in writing. We reserve the right to require written notice. (b) To the extent permitted by law we may change the terms of this Agreement. We will notify you of any change in terms, rates or fees as required by law. (c) Written notice from you is effective when we receive it. Written notice from us to you is effective when deposited in the mail, postage prepaid and addressed to you at your statement mailing address. (d) Notice to one account owner is considered notice to all.

**20. TAXPAYER IDENTIFICATION NUMBERS AND BACKUP WITHHOLDING** - You must provide us with your Taxpayer Identification Number. Failure to do so may result in backup withholding, requiring us to withhold and pay a percentage of your dividends, interest and certain other earnings on your account to the Internal Revenue Service. If you fail to provide us with your Taxpayer Identification Number, we may suspend the opening of your account.

**21. INACTIVE AND ABANDONED ACCOUNTS** - If you have not made any transactions in an account over a two year period of time, and we have not been able to establish contact with you by regular mail, your account may be designated as inactive or dormant. To the extent permitted by law, we may charge service fees, as set forth in the Rate and Fee Schedule, and will notify you, as required by law, at your last known address. You authorize us to transfer funds from other accounts you have with us to cover any such fees and to suspend issuance of account statements, to the extent permitted by law.

If there have been no deposits or withdrawals in your account and we have not been contacted by you for a period of time specified by state law, your account will be considered abandoned. The funds in an abandoned account will be reported and remitted as required by state law. Once funds are remitted to the state, we are not responsible or liable for such funds.

**22. TERMINATION OF ACCOUNT** - We may terminate your account at any time without notice to you or may require you to close an account and apply for a new account if: (1) there is a change in account ownership or authorized signers; (2) A forgery or fraud has been reported or occurred in the account; (3) there is an ownership dispute or a dispute over funds in the account; (4) share drafts are lost or stolen; (5) there are excessive overdrafts; (6) there have been misrepresentations regarding the account or there have been other abuses relating to the account; or (7) we have a reasonable belief that it is necessary to prevent a loss to us. You may terminate a single party account by



providing us with written notice. We may require written consent of all owners of a multiple party account to terminate any such account. We are not responsible for paying any check, draft or other withdrawal after an account is terminated. If we do make any such payment, you agree to pay any such amount to us.

23. DEATH OF ACCOUNT OWNER - When an account owner dies, we may continue to honor all transactions on the account until we are notified of the death. Once notified, we may continue to honor all transactions for up to ten (10) days unless a person claiming an interest in the account instructs us otherwise. When a person makes a claim against the account, we may require indemnification for any losses to us resulting from our honoring any such claim. The Agreement is binding on the heirs and legal representatives of the account owner.

24. SEVERABILITY - If any part of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement will remain in full force and effect.

25. GOVERNING LAW - This Agreement is governed by the Bylaws of the Credit Union, Federal laws and regulations, and the laws and regulations of the State of New York, as amended from time to time. As permitted by applicable law, you agree that any legal action relating to this Agreement shall be brought in the county in which the Credit Union is located.

## II. FUNDS AVAILABILITY DISCLOSURE

Your Ability to Withdraw Funds - Our policy is to delay the availability of funds from your cash and check deposits. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

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

### *Determining the Availability of a Deposit*

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, Federal holidays and other days as may be designated in advance by the Credit Union. If you make a deposit before 2:30 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 2:30 P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open. The length of the delay varies depending on the type of deposit and is explained below.

### *Same-Day Availability*

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

### *Next-Day Availability*

Funds from the following deposits are available on the first business day after the day of your deposit:

- Treasury checks that are payable to you.
- Wire transfers.
- Checks drawn on Northeastern Engineers Federal Credit Union.

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

- Cash.
- State and local government checks that are payable to you, if the check is issued by a state, or by a local government within a state, in which we are located.
- Cashier's, certified, and teller's checks that are payable to you.
- Postal Service Money Orders that are payable to you.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day of your deposit.

### *Other Check Deposits*

The following funds will be made available on the second business day after the banking day on which they were deposited:

- (a) Any check drawn on the United States Treasury that is not eligible for next-day availability.
- (b) Any U.S. Postal Service money order that is not eligible for next-day availability.
- (c) Any check drawn on the Federal Reserve Bank or Federal Home Loan Bank; any check drawn on a state or local government; and any cashier's certified or teller's check if any of the checks referred to in this subparagraph (c) are local checks that are not eligible for

next-day availability.

The delay for other check deposits depends on whether the check is a local or a non-local check.

1. Checks. The first \$200 from a deposit of checks will be available on the first business day after the day of your deposit. The remaining funds will be available on the second business day after the day of your deposit. For example, if you deposit a check of \$500 on a Monday, \$200 of the deposit is available on Tuesday. The remaining \$300 is available on Wednesday.

### *Longer Delays May Apply*

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 on any one 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 computer or communications equipment.

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

## III. ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

(a) Consumer Liability- (1) Tell us AT ONCE if you believe your card or code 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 (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your card or code without your permission. (If you believe your card or code has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your card or code without your permission.) If you do not tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500. (2) 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 or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call:

(718) 847-0202  
or write:  
Northeastern Operating Engineers FCU  
16-16 Whitestone Expressway  
Whitestone, NY 11357

(c) Business days. For purposes of these disclosures our business days are Monday through Friday. Holidays are not included.

(d) Transfer types and limitations - (1) Account access. You may use your card or code to:

- i. Withdraw cash from your account.
- ii. Transfer funds between your checking and savings accounts upon request.
- iii. Pay for purchases at places that have agreed to accept the card or code.

Some of these services may not be available at all terminals.

(2) Limitations on dollar amounts of transfers - You may make withdrawals from authorized terminals and purchase goods or services in point-of-sale transfers as set forth on the Rate and Fee Schedule, or as may be limited by the provider of the terminal or service.

(e) Fees - (1) Per transfer charges will be as set forth on the Rate and Fee Schedule.

(2) Fixed charges for ATM, telephone bill payment, and point-of-sale transfer services will be as set forth on the Rate and Fee Schedule.

(3) Minimum balance charges will be as set forth on the Rate and Fee Schedule.

(f) Confidentiality. We will disclose information to third parties about your account or the transfers you make:

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

(g) Documentation - (1) Terminal transfers. You can get a receipt at the time you make any transfer to or from your account using an authorized automated teller machine.

(2) Pre-authorized credits. If you have arranged to have direct deposits made to your account you can call us at (718) 847-0202 to find out whether or not the deposit has been made.

(3) Periodic statements. You will get an account-statement at least quarterly. If you have a share draft account, you will receive a monthly statement.

(h) Financial institution's liability. 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 the transfer would go over the credit limit on your overdraft line.

(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.

#### IV. TRUTH-IN-SAVINGS DISCLOSURE

##### *Common Features on Accounts*

Bylaw requirements - You must complete payment of one (1) share in your Regular Savings account as a condition of admission to membership.

Transaction limitation - We reserve the right to at any time require not less than seven (7) days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings 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.

National Credit Union Share Insurance Fund - Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund up to \$250,000 per depositor.

Additional Information - Share Accounts are available to customers within our Field of Membership, as Set by the National Credit Union Administration. Other privileges

of membership may be extended based upon creditworthiness.

##### *Common Features on All Interest Bearing Accounts*

Rate Information - The dividend rate and annual percentage yield may change at any time, as determined by the Credit Union Board of Directors.

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

Dividend period - 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 of such dividend period is March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the ending date of the dividend period. In the example above, March 31. If you close your account before dividends are paid, you will not receive the accrued dividends.

Average daily balance computation method - Dividends are calculated by the average daily balance method which adds the full amount of principal in the account for each day of the period and divides that figure by the number of days in the period.

Accrual of dividends on non-cash deposits - Dividends will begin to accrue on the business day you place non-cash items (for example, checks) to your account.

##### *Share Savings Account*

Minimum balance requirements - The minimum balance required to open this account is \$5.00. You must maintain a minimum daily balance of \$100.00 in your account each day to obtain the disclosed annual percentage yield and to avoid a low balance fee.

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

##### *Money Market Share Account*

Minimum balance requirements - The minimum balance required to open this account is \$1,000.00. You must maintain a minimum daily balance of \$1,000.00 in your account each day to obtain the disclosed annual percentage yield and to avoid a low balance fee.

Restrictions on Transfers: You may make up to six (6) pre-authorized, automatic, telephonic (including computer and automated touchtone telephonic) transfers to other accounts of yours or to third parties during any calendar month. You may make unlimited transfers from such accounts for the purpose of repaying loans to.



You may also make up to three (3) transfers by Share Draft during any calendar month.

*IRA, Roth IRA, and Education IRA Savings Account*

Minimum balance requirements – No minimum balance requirements apply to this account.

Transaction limitations: Transactions on IRA accounts are governed by Federal law.

*Vacation & Holiday Clubs*

Minimum balance requirements – No minimum balance requirements apply to this account.

Effects of closing an account – If you close your account before dividends are paid, you will not receive the accrued dividends.

Maturity Date - As published in the Rate & Fee Schedule.

Early withdrawal penalties - A penalty may be imposed for withdrawals before maturity as published in the Rate & Fee Schedule.

Automatically renewable account – This account will automatically renew at maturity.

*Share Draft Account*

Your Share Draft account is not a dividend-bearing or interest-bearing account. There is no dividend rate, interest rate or annual percentage yield. There are no fees for maintaining this account.

*Share Certificate Account*

Minimum balance requirements - The minimum balance required to open this account is \$1,000.00.

Maturity Date - Maturity dates on Share Certificate accounts will be as published in the Rate and Fee Schedule and selected by you.

Early withdrawal penalties - We may impose a penalty if you withdraw any of the funds before the maturity date of up to three (3) months' dividends.

Renewal policies – Your Share Certificate account will not automatically renew at maturity for the same term unless you notify us in writing.

*Your Account*

These are the accounts you have opened or inquired about. Further details about these accounts are inside this brochure. If the figures are not filled in, please see

the insert that is with this disclosure or your periodic statement.

*Share Savings Account*

Last declared dividend rate:

As of the last dividend declaration date, the dividend rate was \_\_\_\_%, with an annual percentage yield of \_\_\_\_%.

*Money Market Share Account*

Last declared dividend rate:

Tier 1. As of the last dividend declaration date, if your balance was \$1,000,000.01 or more, the dividend rate paid on the entire balance in your account was \_\_\_\_%, with an annual percentage yield of \_\_\_\_%.

Tier 2. As of the last dividend declaration date, if your balance was \$100,000.00, but less than \$1,000,000.01, the dividend rate paid on the entire balance in your account was \_\_\_\_%, with an annual percentage yield of \_\_\_\_%.

Tier 3. As of the last dividend declaration date, if your balance was more than \$1,000.00, but less than \$100,000.01, the dividend rate paid on the entire balance in your account was \_\_\_\_%, with an annual percentage yield of \_\_\_\_%.

*IRA, Roth IRA & Educational IRA Savings Account*

Last declared dividend rate:

As of the last dividend declaration date, the dividend rate was \_\_\_\_%, with an annual percentage yield of \_\_\_\_%.

*Vacation / Holiday Club*

The current APR is \_\_\_\_%, with an annual percentage yield of \_\_\_\_%.

*Share Draft Account*

Your Share Draft account is not a dividend-bearing account, and you earn no interest or dividends on this account.

*Share Certificate Account*

The current APR is \_\_\_\_%, with an annual percentage yield of \_\_\_\_%.

# NORTHEASTERN OPERATING ENGINEERS FEDERAL CREDIT UNION

## PRIVACY NOTICE AND DISCLOSURE

Northeastern Operating Engineers Federal Credit Union, your member owned financial institution, is committed to providing you with competitive products and services to meet your financial needs and help you reach your goals. We are equally committed to protecting the privacy of our members. Under Federal law, we are required to give you this privacy notice. It describes our Credit Union's privacy policy and practices concerning the personal information we collect and disclose about our members. It also includes information about the parties who receive personal and sometimes nonpublic information from us as we conduct the usiness of the Credit Union.

If after reading this notice you have questions, please contact us at 718-847-0202 or write to us at:

Northeastern Operating Engineers Federal Credit Union  
1616 Whitestone Expressway  
Whitestone, NY 11357

### Information We Collect About You

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications and other forms
- Information about your transactions with us
- Information we receive from a consumer reporting agency

We may disclose all of the information we collect, as described above, as permitted by law.

### Parties Who Receive Information From Us

We may disclose nonpublic personal information about you to the following types of third parties:

- **Financial service providers**, such as insurance companies, and mortgage service companies
- **Non-financial companies**, such as consumer reporting agencies, data processors, non-profit organizations, and government agencies

### Disclosure of Information to Parties That Provide Services to Us

In order for us to conduct the business of the Credit Union, we may disclose all of the information we collect, as described above, to companies that perform marketing or other services on our behalf or to other financial institutions with whom we have joint marketing agreements so that we may provide members competitive products and services. We may also disclose nonpublic personal information about you under circumstances as permitted or required by law. These disclosures typically include information to process transactions on your behalf, conduct the operations of our Credit Union, follow your instructions as you authorize, or protect the security of our financial records.

To protect our members' privacy, we only work with companies that agree to maintain strong confidentiality protections and limit the use of information we provide. We do not permit these companies to sell the information we provide to other third parties.

### Disclosure of Information About Former Members

If you terminate your membership with Northeastern Operating Engineers Federal Credit Union, we will not share information we have collected about you, except as may be permitted or required by law.

### How We Protect Your Information

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, or procedural safeguards that comply with Federal regulations to guard your nonpublic personal information.

### What Members Can Do to Help

Northeastern Operating Engineers Federal Credit Union is committed to protecting the privacy of its members. Members can help by following these simple guidelines:

- Protect your account numbers, plastic card numbers, personal identification numbers (PINs) or passwords; never keep your PIN with your card, which can provide easy access to your accounts if your card is lost or stolen
- Use caution when disclosing your account numbers, social security number, etc. to other persons; if someone calls you explaining the call is on behalf of the Credit Union and asks for your account information, you should beware; official Credit Union staff will have access to your information and will not need to ask for it
- Keep your information with the Credit Union current; if your address or phone number changes, please let us know; it is important that we have current information on how to reach you; if we detect potentially fraudulent or unauthorized activity or use of an account, we will attempt to contact you immediately

Let us know if you have questions. Please do not hesitate to call us – we are here to serve you!

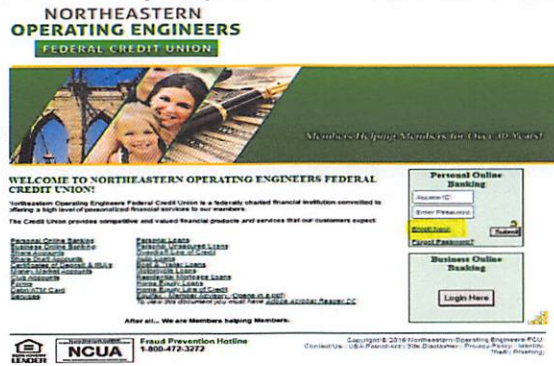
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# NORTHEASTERN OPERATING ENGINEERS FEDERAL CREDIT UNION

[WWW.NOEFCUNY.ORG](http://WWW.NOEFCUNY.ORG) is the website for Northeastern Operating Engineers Federal Credit Union. Once on the website you will click the Enroll Now option and complete the required information. This must be done from a computer or laptop before trying to access the mobile app.



Upon completing the Enrollment process an Access ID and Temporary Password will generate letters overnight and will be mailed to you.

Once you have signed in with your own credentials you can download the APP from the APP store by using these initials NOEFCU.

