

BLUE BALANCE ACCESS[™] – NO FEE OVERDRAFT ASSISTANCE DISCLOSURE

Blue Balance Access[™] is a service provided by Blue Foundry Bank (“Bank”) at the Bank’s sole discretion. This service is provided to our checking account holders who maintain their accounts in good standing. In an effort to provide excellent customer service, Blue Foundry Bank will strive to pay items presented on your account against insufficient funds. Items are paid with the expectation that an immediate deposit will be made to bring the account to a positive balance. A payment of any items into overdraft does not guarantee that items presented in the future will be paid.

- You are NOT required to have this service on your account. You may opt-out of overdraft services at any time by contacting us via phone at 888-931-BLUE, sending a secure message via your online banking sign-in, or by visiting one of our branch offices. Opting out of overdraft services means that we may return items presented against insufficient funds. Customers who receive Social Security, federal direct deposit or any other entitlement benefit must opt-out if they do not want the Bank to apply those funds to pay an overdraft.
- The payment of overdrafts is not guaranteed. We will strive to pay your overdraft items when presented against insufficient funds, however, whether your overdrafts will be paid is discretionary and not guaranteed. Payment of items into overdraft is based on the handling of your accounts and the expectation that you will continue to make covering deposits consistent with your past practices.
- Eligible consumer accounts will have a limit of \$500 and eligible business accounts will have a limit of \$1,000 available to pay overdraft items. This limit will remain the same; however, as you use the limit to pay items into overdraft, the amount available to you to cover additional overdrafts will decrease. If you would like to inquire as to how much of this limit may be available to pay overdrafts on a specific day, please call 888-931-BLUE.
- Payment of items into overdraft is done with the understanding that you will be making an immediate deposit to return your account to a positive balance. If your account balance remains consistently overdrawn or we believe that you are not managing your account in a responsible manner, we may not be able to pay items presented against insufficient funds. Items presented may be returned.
- Checking accounts that remain consistently overdrawn may be closed and/or charged off. Closed and/or charged off accounts may be reported to ChexSystems or similar reporting agency which may have a negative impact on your ability to open future banking relationships.

Additional Options to Prevent Overdrafts: Blue Foundry Bank offers Transfer Access, which is another way to manage your account with respect to overdrafts. If you have other accounts with us, you can authorize us in advance to transfer the funds needed to cover overdrafts by completing a Transfer Access Agreement. Please contact us via phone at 888-931-BLUE, send a secure message via your online banking sign-in or visit one of our branch offices if you would like to discuss this option.

Eligibility Criteria: There is no application required for our discretionary overdraft service. Eligibility for **Blue Balance Access[™]** is at our discretion based on account activity and ongoing account handling. Maintaining an account in good standing may include but is not limited to:

- Your account is an eligible account type.
- Your account is open for at least 30 days.
- You are NOT more than 30 days past due on any Bank loan or delinquent on any other obligation to the Bank.
- You are NOT subject to any legal or administrative orders, levy, or are currently a party in a bankruptcy proceeding.
- You DO NOT have an outstanding Overdraft Repayment Plan balance.



- Your account is NOT being reviewed for fraudulent activity.
- The primary account owner is NOT less than 18 years old.
- A ChexSystems or another negative indicator that remains unresolved has NOT been reported to us.
- Your account is NOT classified as inactive\dormant.
- You DO NOT have an unresolved prior loss with the Bank.
- We have a valid address on file for you.

Transactions eligible for **Blue Balance Access™** coverage include:

Checks	ACH Transactions
In-person Withdrawals	Telephone Banking
Internet Banking	Preauthorized Automatic Transfers
ATM *	Everyday Debit Card Transactions *

***ATM/Everyday Debit Card Transactions:** For Customers who 'opt in' to the **Blue Balance Access™** ATM and debit card coverage, we will strive to pay your transactions at an ATM and your everyday debit card transactions. Under Regulation E, you must request this (opt-in) option to be activated by visiting a branch or sending a secure message via your online banking sign-in or contact us at 888-931-BLUE. You may revoke your opt-in consent for coverage on ATM transactions and everyday debit card transactions at any time by contacting us via phone at 888-931-BLUE, sending a secure message via your online banking sign-in, or by visiting one of our branch offices. If you do not 'opt in' and you do not have enough money in your checking account, your ATM or everyday debit card transaction will be declined.

Payment Order of Items: The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items. Our policy is to process ACH/electronic withdrawals first, by dollar amount - smallest to largest on the day they are processed. We process checks second, by dollar amount - smallest to largest on the day they are processed.

Holds: Please be aware that holds placed on your account for pending electronic transactions, such as hotel or rental car deposits, reduce your available balance and may cause your account to become overdrawn.

Financial Education: At Blue Foundry Bank we believe that financial literacy and education helps consumers make informed decisions. Awareness of personal financial responsibility allows consumers to realize the benefits of responsible money management, understand the credit process and the availability of help if problems occur.

You may want to consider enrolling in our online banking services at BlueFoundryBank.com to readily review your account balances. This service offers customer alerts, where you specify a dollar amount that triggers an email to you, should your account fall below that amount. This may be setup, after you login to your online banking, by selecting the dropdown next to your name in the top right corner and selecting the following:

Request Center> Manage Alerts > My Alerts



If you would like further information on Credit Counseling, please refer to the Federal Trade Commission's website at www.consumer.ftc.gov/articles/0153-choosing-credit-counselor, for a free copy of their "Choosing a Credit Counselor" pamphlet. If you do not have access to the internet, please contact us and we will mail you a copy.

Account Management: Blue Foundry Bank provides the following for ongoing account management:

- eMobile and eBanking – You can view balances, set up transaction and balance alerts, and transfer money
- Telephone Banking Assistant – You can check balances, view account activity, and make transfers

The Terms and Conditions for your Consumer and/or Business Account provided when you open an account describe the duties, obligations, and rights of depositors, authorized signatories, and the Bank with regard to your deposit accounts. Those terms and conditions and account disclosures are incorporated herein for all purposes as if they were set forth verbatim as to matters not directly addressed by this disclosure. Your terms and conditions and this disclosure shall be construed so as to minimize conflicts between them.

No Waiver by the Bank: The Bank's forbearance from, or delay in, exercising any of the Bank's rights, remedies, privileges, or right to insist on your strict performance of any provisions of your account agreement, this **Blue Balance Access™** – No Fee Overdraft Assistance Disclosure, or any other provision related to your account, shall not be construed to be a current or future waiver of the Bank's rights, remedies, or privileges.

Agreement to Arbitrate Disputes and Waiver of Court Action (including jury trial): You and the Bank specifically agree that, except for matters you or the Bank property take to small claims court, the exclusive remedy and forum for all disputes arising out of **Blue Balance Access™** or you or the Bank's performance thereunder is arbitration by an independent arbitrator pursuant to the applicable rules of the American Arbitration Association, except as prohibited by law. The rules in arbitration are different than in a court action. There is no judge or jury, and review is limited, but an arbitrator can generally award the same damages and relief and apply the same legal principles as a court would. **By agreeing to arbitration, you and the Bank expressly and specifically understand and agree that each party is waiving their rights to pursue or maintain other types of proceedings, such as a court action (including a jury trial), to resolve their disputes.**

Effective Date: November 1, 2022.