

## MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers your rights and responsibilities concerning your accounts and the rights and responsibilities of Pitney Bowes Employees Federal Credit Union. In this Agreement “You” and “Your” refer to anyone who signs the signature card for any account. These terms also refer to any person or entity on whose behalf the account is opened. “We,” “Us,” and “Our” refer to Pitney Bowes Employees Federal Credit Union. “Check” means a Check or other noncash item, other than an electronic fund transfer.

You must complete payment of and maintain ownership of one share in Your Regular Savings Account as a condition of admission to membership, as set forth in Our By-laws. You must be a member to open and maintain an account with Us. Member accounts in this credit union are federally insured by the National Credit Union Administration (NCUA).

### A. GENERAL RULES FOR ALL ACCOUNTS.

**1. YOUR AGREEMENT.** By signing the signature card or depositing funds or allowing funds to be deposited on Your behalf in an account, You agree to the terms in this agreement for that account. This includes the terms in Our Truth In Savings Disclosure and Schedule of Charges, which are made part of this agreement. You agree that You will not use any account or service to conduct an illegal activity. You also agree that You and We have all rights given by law. This agreement also includes the terms of any other documents which We designate as part of this agreement.

**2. AUTHORIZED SIGNATURES.** For purposes of withdrawal and other account matters, unless We specifically agree otherwise in writing, We can honor any request or order signed by any person whose signature appears on the signature card for the accounts. We may supply endorsements as allowed by law on Checks that You deposit to the account.

**3. COLLECTION OF CHECKS.** When You deposit a Check to Your account We collect the money from the bank or other party obligated to pay it. We act as Your agent to do this. Except to the extent otherwise required by law, We are not responsible for losses which happen during collection of a Check that are not caused by Our own negligence.

When You deposit a Check, We may require that funds equal to the amount of the Check remain in Your account or another account You have with Us until the funds from that Check become available for withdrawal. See Our Funds Availability Policy Disclosure for an explanation of when funds are available for withdrawal. If We receive a Check You have written on Your account in an amount greater than the funds available for withdrawal from Your account, We have the right not to pay that Check. If We credit Your account or allow You to withdraw the amount of a deposited Check and it is returned to Us unpaid or We receive a notice of nonpayment of the Check, We have the right to take that amount from Your account or to obtain a refund by any method We deem proper, including the exercise of Our right of set-off (see Section A-8). If the amount of available funds in Your account is less than the amount of the Check, You are required to pay Us the balance.

We will not accept checks that are drawn on banks in foreign countries.

**4. CHARGES.** We assess fees against your account as set forth in the Truth In Savings Disclosure and Schedule of Charges. We may change the Truth In Savings Disclosure and Schedule of Charges at any time and will notify You as required by law.

### 5. JOINT ACCOUNTS.

**a) Joint Accounts.** If this is an account in the names of two or more individuals it will be a joint account with right of survivorship as defined in Section 36a-290 of the Connecticut General Statutes or the successor to that statute. This means that each of You is making this agreement with each other and with Us. Each of You agrees that all amounts deposited by any of You, as well as any dividends earned, can be paid to any one or more of You while You are all alive. After the death of any one of You, We can pay any money in the account to any one of You who is then alive. Each of You gives to any of the others authority to deposit to the account any Check payable to any or all of You. For certain checks, such as a Check payable by the government, We may require all persons to whom the Check is payable to endorse the Check for deposit. We

will not accept an account for an individual that requires the signature of two or more individuals for withdrawals. If We honor a Check which was signed by any one of You, and this causes an overdraft, each of You is liable for the overdraft, whether or not You signed the Check or benefited from its proceeds.

**b) Account of Minors.** If You are under 18 years of age We may not permit You to open an account other than a joint account with Your parent or guardian.

**c) Limitation on Number of Owners.** We have the right to limit the number of owners on any account.

**6. AMENDMENTS.** We can make amendments to this agreement by posting written notice in Our lobbies or by delivery to You of a copy of the amendment(s). Federal law and regulations require that We give You notice of most additional or increased charges and certain other changes to the terms of an account or Our By-laws which may be adverse to You before those amendments can become effective.

**7. WAIVER OF YOUR RIGHTS TO "NOTICE OF DISHONOR" AND "PRESENTMENT".** If another institution refuses to pay a Check (called "dishonor") which You deposited, We may put the Check through for collection again. We will not always give You notice that the Check was dishonored before putting the Check through for collection again. This means that in this instance You are "waiving" Your right to notice of dishonor. In the process of collecting a Check which You have deposited to Your account, You agree that We may delay in putting the Check through for collection. This means that You are "waiving" Your right to have Us begin the process of "presenting" the Check by the next banking day.

**8. RIGHT OF SETOFF.** Unless this right is denied to Us by law, We can take any funds in Your account to pay any debt You owe Us that is in default (including unpaid charges). This is called the right of setoff and applies to all funds of Yours in Our possession now or in the future in any account You maintain with Us. We can use this right of setoff without going through any legal process or court proceedings. If this is a joint account, this right of setoff applies to Our use of deposits of any of You to pay the debts owed to Us by any or all of You. If a loan payment You owe to Us is not paid when due, We may hold the funds in Your Regular Savings Account up to the amount of the overdue payment until the overdue payment is made or We setoff the amount as provided in this paragraph.

**9. COLLECTION FEES.** If in the course of collecting any money You may owe Us, We incur expenses or fees, We may take those from Your account, including attorneys' fees unless prohibited because suit was not instituted. If there are not sufficient available funds in Your account to cover these expenses or fees, You owe Us the unpaid balance of such fees or expenses.

**10. IDENTIFICATION.** We require proper identification to open a new account, consistent with Our Customer Identification Program. We may also require identification to process transactions against an account.

**11. SOCIAL SECURITY NUMBER REQUIRED.** If You fail to give Us a correct social security or tax-identification number for the account on the signature card We can refuse to open an account or close Your account or require You to apply for a taxpayer identification number. We can also take from Your account any charges of the IRS which result from Your error, as allowed by law. We may also be required by federal law to withhold part of any dividends You earn and pay it to the IRS. If We do this, the amount We withhold will be reported to You and the IRS and applied by the IRS to the payment of any federal income tax You owe for that year.

**12. OUR RIGHT TO CLOSE OR DISCONTINUE OR LIMIT ACCOUNTS.** We reserve Our right to close the account and terminate the membership of any member who is in violation of the Membership and Account Agreement or Our By-laws, and of any member that We believe has used an account or service to perform an illegal activity. We reserve the right to stop offering any particular type of account and We will mail You a Check for the amount of collected funds on deposit or transfer the funds to Your Regular Savings Account as soon as is practical. We reserve the right to approve the opening of all new accounts pursuant to Our By-Laws. We have the right to limit the number of accounts owned by any member. If the balance in Your Regular Savings Account falls below the par value of one share, and You do not increase the balance to at least the par value of one share after notification of the reduction, You may be terminated from membership.

**13. ENFORCEMENT OF OUR RIGHTS.** We can choose to not enforce or to delay enforcing any of Our rights under this agreement without losing them in the future.

**14. ADDRESS.** You must furnish Us with Your current mailing and residential address in writing whenever the last one You gave Us is no longer correct. Whenever a statement is unclaimed or undeliverable because of Your failure to notify Us of a change in address We may discontinue sending statements or stop certain other services, such as the ATM/Debit Card or Bill Pay. We may rely on a forwarding address provided to Us by the United States Post Office. We are not responsible for any loss caused if You do not notify Us of Your new address. You will be responsible for the same care in reviewing these statements as if they were mailed. We may destroy statements, for which We cannot obtain a forwarding address, being held after 90 days.

**15. STATEMENTS, ERRORS, ALTERATIONS, FORGERIES.** You must examine and balance Your periodic statements as soon as You receive them. If You do not let Us know of any mistakes within 30 days after You receive a statement, We may consider the checks paid and other payments made during that statement cycle to be authorized. We may also consider the statement to be correct, except as provided in Our Electronic Fund Transfer Agreement which gives You sixty days to report an error concerning an electronic fund transfer. We will not be liable to You for payment made pursuant to any forged or altered Check or withdrawal order (if that would cause Us to suffer a loss) unless You notify Us of the forgery or alteration within that thirty day period. We won't be liable for any forgery or alteration if the forgery or alteration resulted from Your negligence. You may have to bear losses that could have been prevented if You had discovered and told Us of errors or unauthorized transactions during the allotted time.

**16. USE OF OUR CHECKS AND FORMS.**

**a) Checks.** We can require that You use only checks We have approved for account use. The only checks We have given Our prior approval to are the ones offered to You through Us by Our approved vendor. If You use a Check We have not approved We can refuse to pay it.

**b) Forms.** We can also require that You use Our forms for making deposits, withdrawals and any other account matters.

**17. NOT TRANSFERABLE.** Your deposit account is not transferable or assignable to anyone, except on Our books. You may not voluntarily transfer, assign or pledge Your account without Our consent. This does not affect a transfer occurring by operation of law, such as that which would occur on death, bankruptcy or as a result of a court order.

**18. STOP PAYMENT ORDERS.** If You request Us to stop payment on an item, We will make a good faith effort to do so. The stop payment order must describe the Check with reasonable certainty. If the stop payment order does not do so or if We do not have a reasonable opportunity to act on it, We won't be liable if We fail to stop payment, or if Our payment of the item(s), causes other items to be returned for insufficient funds. If We do stop payment of an item at Your direction, You agree to pay all costs We incur as a result. An oral stop payment order is good for only 14 days unless We receive written confirmation from You within that time. A stop payment order is only good for 365 days, but You may renew it by a written notice that We receive before it expires.

**19. RECEIPT OF FUNDS TRANSFER.** A "funds transfer" is a transfer of funds to Your account which is not initiated by a Check, draft or similar paper instrument. Most funds transfers, including regularly recurring transfers such as direct deposit of Social Security payments or paychecks are governed by Our Electronic Fund Transfer (EFT) Agreement. Some, like wire transfers, are not, but under most circumstances We are required by law to accept them. If We receive a "funds transfer" to Your account that is not governed by Our EFT Agreement, We may, at Our discretion, refuse to accept it; if it is a "funds transfer" We are not required by law to accept. If We accept a "funds transfer" not governed by Our EFT Agreement, We will not send You notice of the funds transfer (other than Your periodic statement).

**20. POSTDATED CHECKS.** If the date on a Check is later than the date the Check was issued, the Check is called "postdated." We will not look to see if a Check is postdated when We determine whether or not to pay the Check. We have

the right to charge against Your account any payment We make on a postdated Check before the date on the Check, unless You process a Stop Payment Order (see Section A-18).

**21. STALEDATED CHECKS.** We may at Our option pay a Check that is over six months old, but We are not required to do so.

**22. OVERCREDITED ACCOUNT.** If We credit Your account for an amount in excess of the checks or funds actually received for deposit, We may take the excess from Your account without prior notice to You.

**23. CHANGE IN OWNERSHIP.** If You wish to change the ownership of an account, We may require You to provide Us with required documentation and authorization.

**24. SERVICE OF PROCESS.** If We receive a court order, levy, garnishment, execution or other similar legal process (all of which We call “legal process”) concerning the funds in Your account, We may place a “hold” on the funds in Your account, for the amount stated in the legal process. We may also place a “hold” on the funds in Your account if We reasonably believe We may sustain a loss if We do not impose a “hold” pending the resolution of any dispute, claim, or investigation concerning Your account. A “hold” means You may not withdraw funds and We will not pay checks out of the funds subject to the “hold”. We may also surrender the funds in Your account as required by any legal process. We will not be liable if these actions cause checks to be returned for insufficient funds.

**25. ENDORSEMENTS.** You agree that all endorsements on any Check You deposit to Your account will be made in the area designated for endorsements on the reverse side of the Check. You agree that You are liable for any loss resulting from a failure to comply with this requirement.

**26. RESTRICTIONS ON WITHDRAWALS.** We have the right to require that You give Us written notice of Your intention to withdraw funds as explained in Our By-laws. We would expect, in unforeseen circumstances, to give advance notice of Our intent to impose this requirement.

**27. ILLEGAL ACTIVITY.** You represent that you are not engaged in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access any devices or services for unlawful internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

## **B. RULES WHICH APPLY TO SAVINGS ACCOUNTS.**

The Dividend Rate, Annual Percentage Yield (APY), and method of compounding are listed in the Truth In Savings Disclosure and Schedule of Charges.

**1. DIVIDENDS.** The dividend rates and annual percentage yields may change monthly as determined by the credit union board of directors. The Dividend period for all accounts begins on the first calendar day of the month and ends on the last calendar day of the month.

**2. WHEN DIVIDENDS BEGIN TO ACCRUE ON DEPOSITS.** Dividends begin to accrue on a deposit made to a savings account on the business day the deposit is considered to have been made.

**3. MINIMUM BALANCE TO OPEN AND MAINTAIN ACCOUNTS.** For certain accounts We may require a minimum deposit to open the account and a minimum balance to maintain the account. The amounts of these minimum opening deposits and minimum balances are listed in the Truth In Savings Disclosure and Schedule of Charges.

**4. CREDITING DIVIDENDS.** Dividends will be credited to Your account every month. If You close Your account before Dividends are credited, accrued Dividends will not be paid. Please see the Truth In Savings Disclosure and Schedule of Charges for a full explanation of how Dividends are calculated and paid.

**5. SAVINGS ACCOUNTS.** We will send You a statement at least quarterly for these accounts. To withdraw from Your savings accounts, You must show Us proper identification. We may, as necessary, transfer funds from Your Regular Savings account to Your checking account to pay checks, debits and other items payable by You. See the Truth In Savings Disclosure and Schedule of Charges for explanation of related charges. You can make up to six transfers by preauthorized, telephone or Online Banking transfers per month from Your savings accounts. Transfers from Your Regular Savings account to Your checking account to pay overdrafts are included with these six transfers.

**C. IRA ACCOUNTS.**

These accounts are governed by separate contracts and by the rules in this agreement for the type of IRA savings account opened.

**D. CHECKING ACCOUNT.**

We reserve a right to require notice before withdrawal from checking accounts and permit unlimited numbers of transfers to third parties by Check.

**E. OVERDRAFTS.**

**a. Payment of Overdrafts.** If, on any day, the available funds in your share (checking) account are not sufficient to pay the full amount of a check, draft, transaction, or other item, plus any applicable fee, that is posted to your account, we may return the item or pay it, as described below. The Credit Union's determination of an insufficient available account balance may be made at any time between presentation and the Credit Union's midnight deadline with only one review of the account required. We do not have to notify you if your account does not have sufficient available funds to pay an item. Your account may be subject to a charge for each item regardless of whether we pay or return the item.

If you have sufficient available funds in your savings account, the Credit Union will transfer funds to your checking account to prevent an overdraft. Fees for these transactions are shown in the Schedule of Fees and Charges.

Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay such items that result in an insufficiency of funds in your account, we do not agree to pay them in the future and may discontinue coverage at any time without notice. If we pay these items or impose a fee that results in insufficient funds in your account, you agree to pay the insufficient amount, including the fee assessed by us.

**b. Order of Payments.** Checks, drafts, transactions, and other items may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft, or item, and execute other transactions on your account in any order we choose. The order in which we process checks, drafts, or items, and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. Please contact us if you have questions about how we pay checks or drafts and process transfers and withdrawals.