

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we contributed to the loss). If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals.

We reserve the right to place a hold on your account if we suspect irregular, fraudulent, unlawful, or other unauthorized activity involved with your account. We may attempt to notify you of such a hold, but we are not required to provide notice prior to placing the hold. You agree that we may maintain such a hold until all claims against you or us to the funds held in your account, whether civil or criminal in nature, have been resolved fully in our sole satisfaction. If the bank has incurred a loss due to fraudulent or unlawful activity involved with your account and is able to substantiate that the activity perpetrated by you is fraudulent or unlawful, the bank may recoup these funds through the right of set-off or by directly debiting your account for the amount owed the bank.

- **Telephone Consumer Protection Act** – You consent that we may contact you via a prerecorded or automated telephone call in the event your debit card has been compromised. This call is not a solicitation or an advertisement but a potential alert notifying you of possible fraudulent activity relating to your debit card.

- **Checking Accounts** – Your Windsor Federal Bank checking account consists of two sub-accounts: a transaction sub-account and a non-transaction sub-account. All of your checking account transactions will be posted to the transaction sub-account to meet your transactional needs. Whenever the balance in your transaction sub-account exceeds a certain level, balances above that level may be transferred from the transaction sub-account to the non-transaction sub-account and whenever the balance in the transaction sub-account is below a certain level, balances may be transferred back to the transaction sub-account. This reclassification process may be modified from time to time without further notice to you; however, reclassification does not impact access to your funds, nor any other aspect related to the operation of your account, regardless of the distribution of balances in the sub-accounts. The sub-accounts will function as a single checking account for purposes of deposits and withdrawals, access and information, statement reporting, interest calculation (if applicable), interest earnings (if applicable) and any fees or charges. There are no separate or additional balance requirements, fees, or charges associated with the creation and operation of the sub-accounts.

- **Enforcement of Our Rights** - We can choose not to enforce or to delay in enforcing any of our rights under this agreement without losing them in the future.

- **Transfer** - All deposit accounts are not transferable except on our records.

Forms of Account Ownership

- **Single Ownership Account** - A single ownership account means that the funds in the account belong to one person and that one person has full ownership of the funds

- **Joint Account with Right of Survivorship** - If this is a joint account, each of you is making this agreement with each other and with us. Each of you agrees that all amounts deposited by you, as well as any interest earned, can be paid to any one or more of you during the lifetime of all of you. After the death of any one of you, we can pay any money in the account to any one of you remaining alive. We may require all persons to whom an item is payable to endorse the item for deposit. We have the right to limit the number of owners on an account. On any joint account with check writing privileges, all owners are liable for payment of that check, regardless of which of the owners issued or benefited from the item.

Fiduciary Accounts

- **Revocable Trust Account** – The revocable trust account means that you have full ownership of the account until death, resignation, removal, or being declared legally incompetent. Additional contract rules are detailed in the Discretionary Revocable Trust Agreement.

- **Power of Attorney** – If you are opening the account or properly adding your name to an account under power of attorney, you can deal with the funds in this account as described by law and in the power of attorney. The power of attorney will end when the owner of the account who appointed the attorney terminates it, dies, has a conservator appointed for his or her estate, becomes disabled, incompetent, or unless the power of attorney specifically provides otherwise.

- **Court-Appointed Fiduciary/Trustee Under Agreement** – A copy of the court order or trust agreement appointing you as fiduciary/trustee must be filed with Windsor Federal Bank, and you must sign a signature card. We have no responsibility to follow the application of funds or to ensure compliance with the terms of the governing document.

- **Uniform Transfers to Minor's Act** – The Uniform Transfers to Minors Act authorizes custodianship of funds instead of transferring funds directly to the minor. This means that the funds would be owned by the minor, but custody and control are held with an adult. In Connecticut, the custodianship remains in place until the minor reaches the age of 21, after which the custodian can no longer access the funds and the minor will own and have complete control of the funds. The funds must be distributed to the minor at age 21. At age 21 the custodian loses all rights to the funds and the funds are unconditionally distributed to the minor. The gift of money to the minor child is irrevocable.

Commercial Clients Standard of Care

In addition to the General Rules for Deposit Accounts, Positive Pay has been identified as a Service that will reduce the likelihood that certain types of fraudulent checks and electronic ACH transactions will be paid against Customer's Account. Business customers are encouraged to take advantage of the Positive Pay Service that has been identified by the Bank as reducing the risk of fraudulent items being transacted against the Customer's Account. Failure to adopt and utilize a service such as Positive Pay is a failure to exercise ordinary care, and, accordingly, the Customer will be precluded from asserting any claims against the Bank for paying any unauthorized, altered, counterfeit or other fraudulent item, and the Bank will not be required to re-credit the Customer's Account or otherwise have liability for paying such items.

- **Business Account Debit Cards** – You agree that any business debit card will be used for business purposes only. You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your business debit card. This means your liability for the unauthorized use of your business debit card could be greater than the liability in a consumer debit card transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of a business purpose card.



Deposit Account Agreement

The deposit account agreement (Agreement) contains the rules and regulations governing deposit accounts at Windsor Federal Bank. By signing the signature card and/or depositing funds to an account, you agree to be bound by the rules of this contract for that account, as well as applicable state and federal regulations.

Additional contract rules are contained in the specific account disclosures and signature cards provided for the different account types offered by this institution. At the time you open an account, you must sign a signature card. As used in this Agreement, "you" and "your" refer to anyone who signs the signature card for any deposit account. These terms also refer to any person or entity on whose behalf the account is opened. "We" or "our" refers to Windsor Federal Bank. Schedule of Charges refers to the Schedule of Charges for Consumer Accounts or Schedule of Charges for Business Accounts, depending on the account type established.

General Rules for All Deposit Accounts

- **Authorized Signatures** - For purposes of withdrawal and other account matters, we can honor any signature(s) on the signature card for the account. We may supply our own endorsement, as allowed by law, on checks or other instruments (which are called items) that you deposit to the account.

- **Deposits** - Deposits may be made in person, via remote deposit capture, mobile check deposits and by mail. We are not responsible for any transactions mailed until we actually receive and record them. Deposits and payments will be posted on the day they are received by the Bank. For mobile check deposits, checks must be accepted by the Bank prior to being posted. We may, at our sole discretion, refuse to accept particular instruments as deposits.

- **Bank as Agent** - The Bank acts as agent for purposes of collecting items that you deposit to the account. Deposited funds are available for withdrawal according to our funds availability policy, as described in our Funds Availability Policy brochure. We may refuse to pay an item drawn on the account when there are not funds available in the account.

- **Transaction Clearing** - Each evening, checks presented for payment through the clearing process are posted to your account from the smallest to the largest dollar amount. However, due to the various types of transactions, (ACH debit transactions, Debit MasterCard® transactions including Debit, ATM and Point of Sale transactions, in person withdrawals, etc.) presented for payment against your account, transactions may not be processed/posted to your account in the order in which they occurred and as a result this can affect the total amount of non-sufficient funds fees incurred by you. If an Item, which includes a check, negotiable order of withdrawal,



ATM Locations

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electronic fund transfers such as preauthorized payment, merchant converting your check to a one time electronic debit, debit card transaction, ATM withdrawal or any authorized charge, is presented for payment from your Checking Account and there is insufficient funds or uncollected balances (checks that have not yet been paid by the banks on which the checks are drawn) and you do not have enough funds in your draw account or overdraft privilege, we will consider in our sole business judgment and independent discretion whether or not to pay the item. Be aware that such an item or payment may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

- **ACH & Wire Transfers** – This agreement is subject to Article 4A of the Uniform Commercial Code – Fund Transfers as adopted in the state of Connecticut. If you originate a funds transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution, or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person, or account other than the one named. You agree to be bound by automated clearing house (ACH) rules, and to review these rules annually. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

- **Charges** - You agree to pay the charges shown in the Schedule of Charges. We can increase these charges or add new charges at any time. Notice of these changes will be mailed or delivered to you 30 days in advance of the change.

We may deduct these charges from your account without your consent.

- **Force Majeure** – Neither party to this agreement will be deemed to be in default of any of its obligations under this agreement if its performance is delayed hindered, or becomes impossible because of any act of God or any public enemy, hostilities, war (declared or undeclared), guerrilla or terrorist activities, act of sabotage, blockade, earthquake, flood, landslide, avalanche, tremor, ground movement, hurricane, storm, explosions, fire, labor disturbance, riot, insurrection, strike, sickness, accident, civil commotion, epidemic, act of government or its agencies or officers, power interruption or transmission failure, or any cause beyond the control of either party.

- **Claims** - In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account holders. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Schedule of Charges.

- **Amendments** - We can amend these rules at any time. Should an amendment have an adverse effect on you, we will mail or deliver a notice to you 30 days in advance.

- **Waiver of Rights** - If another bank refuses to pay a check (called "dishonor") that you have deposited to your account, we may put the check through for collection again. We are not required to give you notice that the check was dishonored before putting the check through for collection again. This means, in this instance, that you are "waiving" your right to "notice of dishonor."

- **Protecting Unsigned Checks** - You agree to use care in safeguarding your unsigned checks against theft. You will tell us immediately if any are missing. You agree to assume any losses which could have been prevented if you had safeguarded unsigned checks or told us they were missing.

- **Set-Off and Collection** - If you owe us money and it is due, we can, to the extent allowed by law, use the money from your account or another deposit account you have at Windsor Federal Bank to pay the debt. This is called the right of set-off and applies to all funds in our possession now or in the future. If we exercise this right, we will notify you promptly and inform you of the amount we have taken from your account.

In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights.

If this is a joint account, this right of set-off applies to deposits of any of you to pay debts owed to us by any or all of you.

We will not be liable for the dishonor of any check when the dishonor occurs because we set-off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off.

If we take any legal action, such as filing a lawsuit, to collect what you owe us, you will pay our reasonable expenses, including attorney's fees, to the extent permitted by law, and you authorize us to deduct such loss, cost, or expense from your account without prior notice to you.

- **Internet Gambling** - You agree not to use your account in connection with any business of placing, receiving or otherwise knowingly transmitting bets or wagers by any means which involves the use, at least in part, of the Internet, or for any other transaction which is prohibited by Federal Reserve Regulation GG - Unlawful Internet Gambling Enforcement Act.

- **Check Cashing** – We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft, or other instrument. We can decide what identification is reasonable under the circumstances.

- **Identification** - When you open an account or become a signatory on an account, Federal law requires that we obtain, verify and record information that validates your identity. We may utilize a search of any public records and public databases to validate the information you provide us or in the event we suspect any fraudulent or suspicious activity related to you or your account.

We also will require proper identification for any withdrawals from an account. Windsor Federal Bank reserves the right to decide what proper identification is for withdrawal purposes.

- **Tax Identification Number** - We have the right to refuse to open an account if you do not supply the correct tax identification number for the account on the signature card. We may deduct any taxes or other charges imposed by the IRS without your consent.

- **Mailings** - Unless you advise us of a change in address, all correspondence will be mailed to the address on the signature card. You are responsible for notifying us of any address or name changes, the death of an account holder or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied.

- **Forms** - We may require that you use our forms for making deposits, withdrawals, or other account matters. You agree to purchase your checks through us. However, you may purchase and use your own checks if those checks meet our specifications.

- **Inactive Accounts**- You understand that if your account is inactive, you may be charged the fee specified in the Schedule of Charges. You understand that your account balance may be escheated (that is, turned over to the state) in accordance with state law.

- **Closing the Account** - Either you or we may close the account at any time for any reason without cause. We need not advise you of the reason for taking this action. We will mail you a notice and a check for the final collected balance as soon as practical.

- **Postdated Checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check unless we have received written notice of post-dating in time to have a reasonable opportunity to act.

- **Stale Dated Checks** - Windsor Federal Bank is not obligated to pay a check more than six months old. Windsor Federal Bank is under no obligation to a customer having a checking account to pay a check, other than a certified check, which is presented more than six months after its date, but it may charge its customer's account for a payment made thereafter in good faith.

- **Restrictions on Withdrawals** - We have the right to require you to give us at least seven (7) days written notice prior to any intended withdrawal from a Regular Savings Account, Money Market Investment Account, Jumbo Money Market Account, Holiday Savings Club Account, and any interest-bearing checking account. Although we usually pay withdrawals or checks without notice on these accounts, doing so does not mean that we give up this right. We also can require that you make withdrawals, which are made in person, only at the office where you opened the account.

- **Security** - It is your responsibility to protect the account numbers, including card numbers and electronic access devices (e.g., an ATM card, debit card, username and password or PIN) we provide to you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give him or her full use of your money. Thieves can use an account number to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member, coworker, or employee, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account. If you provide your account number in response to a telephone solicitation for the purpose of making a transfer (to purchase a service or merchandise, for example), payment can be made from your account even though you did not contact us directly and order the payment.