

## SHARE ACCOUNT AGREEMENT

**1. Agreement.** By signing this Account Card, each of you, jointly and severally agree to the terms and conditions of this Share Account Agreement (Agreement) and Account card, the Truth-in-Savings Rate and Fee Schedule accompanying this Agreement, and the Credit Union's Bylaws and policies, and any amendments of these documents made from time to time which collectively govern your Membership and Accounts. You authorize us to check your Account, credit, and employment history, and obtain a credit report from third parties, including credit reporting agencies, to verify your eligibility for any accounts or services you request.



**2. Single Party Accounts.** If this is a single party account, the interest of a deceased owner will pass, subject to applicable law, to the decedent's estate or payable on death (POD) payee/beneficiary.

**3. Multiple Party Accounts.** Unless otherwise stated on the Account Card, a multiple party account is an account with rights of survivorship, and the interest of a deceased owner will pass to the surviving owner. Any multiple party account owner is authorized and deemed to act for the other owner(s) and the Credit Union may accept orders and instructions regarding the account, requests for future services, and any transaction from any other account owner. Each multiple party account owner guarantees the signature of the other owners. Any account owner may withdraw funds in the account, stop payment on items drawn on an account, transfer or pledge to the Credit Union all or any part of the shares of any without the consent of the other account owner(s). The Credit Union reserves the right at any time to require written consent of all account owners for a change of ownership or termination of a multiple party account. If the Credit Union receives notice of a dispute between account owners or receives inconsistent instructions from them, the Credit Union may suspend or terminate the account, require a court order to act, or require that all account owners agree in writing to any transaction concerning the account. If any deposited item is returned unpaid or if the account is overdrawn, each of the multiple party account owners is jointly and severally liable to the Credit Union for the full amount of any returned item, overdraw amount, or unpaid amount or charges, regardless of who caused or benefited from the transaction. If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all funds in the multiple party account regardless of who contributed the funds to the account.

**4. POD Designation.** A Payable on Death account designation is an instruction to the Credit Union that the account is payable to the owner or owners during their lifetimes, and upon the death of the last account owner, payable to any named and surviving POD payee/ beneficiary designated on your Member Application. Accounts payable to more than one POD payee/beneficiary are owned jointly by such payees with rights of survivorship. The Credit Union shall at no time have any obligation whatsoever to notify any payee of the existence of any account or the vesting of the payee's interest in any account, except as otherwise provided by law.

**5. Deposit Rules.** You authorize the Credit Union, in its discretion, to accept transfers, checks, drafts and other items for deposit into your account if they are made payable to, or to the order of, any one or more owners on the account, whether or not they are endorsed by all payees. If any endorsement or any other markings you or any prior endorser has made on a deposited item causes any delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error. In handling items for deposit or collection, the Credit Union only acts as your agent and assumes no responsibility beyond the exercise of ordinary care. The Credit Union will not be liable for the negligence of any correspondent or for loss in transit. The Credit Union reserves the right to send any item for collection. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use. You waive any notice of nonpayment, dishonor, or protest regarding any items purchased or received by Credit Union for credit to your account or for collection.

**6. Account Rates and Fees.** The Credit Union's payment of earnings on your account is subject to the account rates and fees, payment and balance requirements as set forth in the Rate and Fee Schedule. The Credit Union may charge you fees for accounts and services provided by the Credit Union. The fees and charges that may be assessed against your account are set forth on the Rate and Fee Schedule. You agree the Credit Union may change the Rate and Fee Schedule at any time, and you will be notified of such changes as required by law.

*Share Account Agreement continued...*

**7. Transfer Limitations.** The Credit Union reserves the right to limit the number of transfers you may make, including preauthorized, automatic, telephonic, or audio response transfers to another account of yours or to a third party during any calendar month. In the event the Credit Union imposes limitations, you may make up to six (6) transfers to another account of yours or to a third party during any calendar month. Of these six, you may make no more than three (3) transfers to a third party by check or debit card purchase. If your account falls below the minimum applicable balance, and you have not made a withdrawal from, deposit to, or transfer involving your account for more than the period specified in the Rate and Fee Schedule and the Credit Union has been unable to contact you by regular mail during that period, the Credit Union may classify your account as a dormant account. Unless prohibited by applicable law, the Credit Union may charge a service fee for continuing to process your dormant account as set forth on the Rate and Fee Schedule.

**8. Credit Union Liability.** If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. The Credit Union's actions will constitute the exercise of ordinary care if such actions or nonactions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area served by the Credit Union.

**9. Credit Union Lien and Security Interest.** To the extent you owe the Credit Union money, the Credit Union has a lien on any or all of the funds in any account in which you have an ownership interest, regardless of the source of funds, unless prohibited by law. The Credit Union may apply these funds in any order to pay off your indebtedness. If the Credit Union chooses not to enforce its lien, the Credit Union does not waive its right to enforce the lien at a later time. In addition, you grant the Credit Union a consensual security interest in your accounts and agree the Credit Union may use the funds from your accounts in which you have an ownership interest to pay any debt or amount now or hereafter owed the Credit Union, except for obligations secured by your residence, unless prohibited by applicable law.

**10. Amendments.** Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in terms, rates, or fees as required by law. The Credit Union reserves the right to waive any term in this Agreement. Any such waiver shall not affect the Credit Union's right to enforce any right in the future.

**11. Enforcement.** You agree to be liable to the Credit Union for any loss, cost or expense that the Credit Union incurs as a result of your failure to follow this Agreement. You authorize the Credit Union to deduct any such loss, costs or expenses from your account without prior notice to you. In the event the Credit Union brings legal action to enforce the Agreement or collect any amount due under this Agreement, the Credit Union shall be entitled, subject to applicable law, to payment of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

**12. Governing Law.** This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws, including applicable principles of contract law, and regulations of the state in which the Credit Union's main office is located, and local clearinghouse rules, as amended from time to time. To the extent permitted by applicable law, you agree that any legal action regarding this Agreement shall be brought in the county in which the Credit Union is located, to payment of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

**Telephone**  
**(212) 989-5200**

**Toll Free**  
**(888) MCU-TALK**

**Web Site**  
**www.montauk-cu.com**



# MONTAUK CREDIT UNION

*We know New York, like you know New York*

## Membership Application

Exceeding your Expectations



www.montauk-cu.com

# MONTAUK CREDIT UNION MEMBERSHIP APPLICATION

Full Name \_\_\_\_\_ Social Security # \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_  
e-mail address \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Mothers Maiden Name \_\_\_\_\_  
Driver's License Number \_\_\_\_\_  
Name, Address, Phone # of someone who will always know your location \_\_\_\_\_

Employer \_\_\_\_\_ Occupation \_\_\_\_\_  
Length of employment \_\_\_\_\_  
**Joint Owner Information**  
Full Name \_\_\_\_\_ Social Security # \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_  
e-mail address \_\_\_\_\_  
Date of Birth \_\_\_\_\_ Mothers Maiden Name \_\_\_\_\_  
Driver's License Number \_\_\_\_\_  
Name, Address, Phone # of someone who will always know your location \_\_\_\_\_

Employer \_\_\_\_\_ Occupation \_\_\_\_\_  
Length of employment \_\_\_\_\_

## **In Trust For Beneficiary Designations**

Full Name \_\_\_\_\_ Address \_\_\_\_\_ Zip \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_  
Social Security \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Full Name \_\_\_\_\_ Address \_\_\_\_\_ Zip \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_  
Social Security \_\_\_\_\_ Date of Birth \_\_\_\_\_

## **TIN Certification and Backup Withholding Information**

By signing below, I certify that (1) the number shown on this form is my correct taxpayer identification number AND (2) that I am not subject to backup withholdings either because I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding. **CERTIFICATION INSTRUCTIONS** - You must cross out item 2 if you have been notified by the IRS that you are subject to backup withholding due to payee underreporting and you have not received a notice form the IRS that the backup withholding has terminated.

- Exempt
- I am not a United States citizen or resident (Complete W-8 form)

X \_\_\_\_\_  
SIGNATURE DATE

### **Authorization**

By signing below, I/We agree to the terms and conditions of the Share Account Agreement and the Truth-in-Savings Disclosures (Rate and Fee Schedule) and to any amendment the Credit Union makes from time to time which are incorporated herein. I/We agree to the bylaws of this credit union and applicable account terms and conditions, as amended from time to time; to pay any membership or entrance fee; and authorize the Credit Union to verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency. I/We certify that the information provided on this application is true and correct. I/We acknowledge receipt of a copy of the Agreement and Disclosures. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

X \_\_\_\_\_  
SIGNATURE DATE

X \_\_\_\_\_  
SIGNATURE DATE

### **For Office Use Only:**

Account Number	Date Opened
Teller ID	M840 Signature
Scanned	
Photo ID Scanned	Verified by