



# Membership Agreement & Disclosure

## Mailing Address

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Email: [contactus@mainestatecu.org](mailto:contactus@mainestatecu.org)

## Main Office

200 Capitol Street | Augusta, Maine 04330

Phone: 207-623-1851

## East Side

162 Hospital Street | Augusta, Maine 04330

Phone: 207-621-6060

## Waterville

81 Grove Street | Waterville, ME 04901

Phone: 207-873-5159

## Your Credit Union

Your Credit Union is unique in the financial world. It is a co-op owned by you and your fellow members and operated in your common interest. Your Credit Union is not-for-profit and exists only to serve you. As a Credit Union member, you own, operate, and control your Credit Union through your Board of Directors. You are entitled to elect and be elected to the volunteer Board of Directors, which is composed of your fellow members and manages the Credit Union based on the needs and wishes of the members. The Board of Directors sets dividend rates, loan interest rates and fees, among other things, and also determines Credit Union policy such as that set forth in this Agreement. The Credit Union reserves the right to change any and all terms and conditions of any of them. In addition, your Credit Union works cooperatively with Maine's other Credit Unions and the Maine Credit Union League, pooling resources for research and development of cost effective services which benefit not only you and your fellow Members, but all Credit Union members in Maine.

**Important information about procedures for opening a new account.** To help the federal 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. What this means to you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

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## General Terms of Membership

This Agreement contains the terms and conditions governing your membership in and accounts offered by your Credit Union. By signing your membership card and/or account agreement(s), you accept and agree to be bound by the provisions as set forth in them, this Agreement, the rate and fee disclosures applicable to your account(s) with your Credit Union, your Credit Union's charter and bylaws, and any amendments or changes in terms to any of them, and all of them are incorporated into and made a part of this Agreement for your reference. You will receive notice of any changes in terms in accordance with all applicable state and federal laws and regulations.

The terms and conditions as set forth in this Agreement are applicable to all types of accounts offered by your Credit Union. There may be different or more specific terms and conditions which apply to certain accounts. Those different or specific terms are contained in the application, share certificate, agreement, or other documents evidencing the account. To the extent that there are different terms or terms which are not included in this Agreement or those documents, such terms supersede this Agreement.

**Privileges of Credit Union membership.** Being a Credit Union member carries with it many privileges, including the ability to open accounts other than ordinary share accounts, such as checking accounts; to make and receive electronic funds transfers and wire transfers; and to obtain loans and lines of credit. However, it is your Credit Union's policy to deny these privileges to members who cause a loss to the Credit Union for any reason. Therefore, if you cause a loss to your Credit Union, and thus to your fellow members, you will lose your privileges of Credit Union membership.

**Account ownership.** You can structure the ownership of your account(s) at your Credit Union in a variety of ways. Rights and obligations relating to the account will depend on the type of ownership on the account. Ownership interest in your account and any other associated accounts will be governed by the account contract established between the account owner(s) and the Credit Union.

**Sole accounts.** If you are the sole owner of an account, only you can make withdrawals or otherwise have access to the funds in the account. Upon death, the funds in the account are distributed in accordance with the terms of your will, or, if you do not leave a will, the intestacy laws of the state of your residency.

**Joint accounts.** A joint owner has an equal right of access to the funds in a joint account and can withdraw all of the funds in the account to transact any business for the account at any time without the permission from or notification to the other joint owner(s). At the death of one joint owner, the funds automatically belong to the surviving joint owner(s). Joint owners do not have to be Credit Union members.

**Payable on Death Accounts.** Payable on death accounts belong to the person(s) listed as the owner or owners of the account during their lives. On death, the funds automatically belong to the person or persons designated as payable on death beneficiaries.

**Organizational Accounts.** The funds in an organizational account are owned by a corporation, trust (including a living trust), partnership, social club, sports team, etc. In order for the organization to be a Credit Union member, eligibility requirements must be met in accordance with the Credit Union's charter or bylaws.

**Accounts for Minors.** We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdrafts, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction.

**Lien on shares.** A lien will be impressed on all of your Credit Union shares and share dividends in an amount equal to that which you may owe your Credit Union because of a loan, dues, or any other charges payable by you to your Credit Union. The lien may be enforced and your funds withdrawn and applied to your debt without further notice to you except where required by law, if you default in paying the amount you owe.

**Termination of account.** We may terminate your account or restrict access to your account at any time or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account at the Credit Union or at any other financial institution; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any share drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been a misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate a sole account by giving written notice. We reserve the right to require the consent of all owners to terminate a multiple owner account. We are not responsible for payment of any draft, withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us. Your regular Credit Union share account cannot be closed until all amounts you owe the Credit Union are paid in full and all associated accounts that you have with the Credit Union are closed.

**Death of a sole account owner.** We may continue to honor all transfer orders, withdrawals, deposits, and other transactions on a sole account until we are notified of an account owner's death. Once we are notified of a sole account owner's death, we may pay drafts or honor other payments or transfer orders authorized by the deceased account owner for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the drafts or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This agreement will be binding upon any heirs or legal representatives of any sole account owner.

**Endorsements.** All check endorsements must be made in the first one and one-half inches of the trailing edge of the back of the check. The trailing edge is opposite the left side of the face of the check. You will be responsible for any costs incurred by your Credit Union due to delays in returning checks deposited into your account that do not comply with these endorsement standards.

**Share insurance.** Funds in your accounts at your Credit Union are insured to at least \$250,000 by the National Credit Union Administration (NCUA), an agency of the United States Government. If you would like more information about your share insurance, a pamphlet, "Your Insured Funds", is available upon request.

**Governing law.** The rights, duties, obligations, and liabilities of you and your Credit Union in connection with your membership and account(s) are and shall be controlled by Maine and/or federal law as applicable and in effect at the time the rights, duties, obligations, and liabilities arise, other than as specifically set forth in this Agreement, your Credit Union charter and bylaws, or your specific account documentation.

**Business commercial members. Unlawful internet gambling enforcement act notice.** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic funds transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in illegal or unlawful Internet gambling.

**Complaint resolution procedure.** If you have a dispute with your Credit Union regarding your account(s), you may contact your Credit Union's complaint representative or department and attempt to resolve the problem directly with your Credit Union. If your Credit Union fails to resolve the problem, write a letter detailing the problem and the resolution you are seeking to: Maine Bureau of Financial Institutions, Consumer Outreach Program, 36 State House Station, Augusta, Maine 04333-0036.

To file a complaint electronically, you may contact the Bureau of Financial Institutions at the following Internet address:  
<http://www.maine.gov/pfr/financialinstitutions/complaint.htm>

The Bureau of Financial Institutions will acknowledge receipt of your complaint promptly and investigate your claim or refer it to the appropriate federal supervisory agency and inform you to whom it has been referred. You will be informed of the results of any Bureau of Financial Institutions investigation.

## Account Statements

The Credit Union utilizes a consolidated statement for your accounts, account services, loans and other services with us. You agree that all owners, joint owners and authorized signatories on your account may change the address that the statement is delivered to without your express consent, including statements delivered in electronic form.

## Maine State Credit Union eStatements (Electronic Statements) Agreement and Disclosure

**Introduction:** This agreement specifically governs the eStatement service, and informs you of your rights, responsibilities, terms and conditions associated with eStatements. Please read this agreement and disclosure carefully. In this agreement; the words "you", "your", and "yours" mean each and every one who utilizes eStatements. The words "we", "us", "our", and "Credit Union" mean Maine State Credit Union. The word "Service" refers to the eStatement Service provided by the Credit Union. By accessing your account statement online, or permitting another to access your account statement online, you acknowledge receipt of this agreement and disclosure and agree to be bound by all terms and conditions contained herein. You further agree to follow all instructions provided by the Service. The terms and conditions of this agreement are in addition to the terms and conditions of any and all other deposit account and credit agreements you have with the Credit Union, including all such disclosures made pursuant to such agreements. You further agree to abide by any terms or conditions which may be added because of future enhancements to eStatements.

**Services:** Using Maine State Credit Union's Online Banking you can access your Credit Union statement 24 hours a day, seven days a week (as long as the Service is available).

**Agreement:** By law and regulation you are entitled to receive certain disclosures. By agreeing to receive eStatement, you agree to receive required disclosures electronically. You should print a copy of each disclosure you receive, read it carefully, and retain it for your reference. Under the terms of the agreement you are not committed to any disclosure unless you use the service which it covers. By authorizing eStatement, you agree to receive any Maine State Credit Union disclosures and your periodic account statement electronically.

**eStatement Access:** You agree to receive your periodic account statement electronically in place of a paper statement sent via US mail to your address of record. You further agree to provide an accurate email address to the Credit Union for the delivery of eStatement notifications. eStatement notifications are sent when your periodic statement is available for viewing in your Online Banking account. If the email address provided is not accurate due to negligence on your part, you agree not to hold the Credit Union liable for sending your eStatement notification to such address or for not receiving a notification. If the email address provided is not deliverable, the Credit Union will make multiple attempts; if the notification continues to fail we may provide your periodic statement via US mail to your address of record. You can request a printed copy of your statement at any time. Applicable fees, as outlined in the Fee Schedule, may be charged for this request. The Credit Union must receive notification of any change in physical or email address three business days prior to the last day of the month to give us time to make the change. Failure to do so may result in a delay or lack of delivery of your eStatement notification for the given period. As a user of Online Banking you will be able to maintain your information including your physical address, email address and phone number. Your statements will be available in Online Banking for 12 months from the date of the statement.

**Applicability:** This agreement becomes effective upon your first use of the Service.

**Errors or Questions about your eStatement:** Contact us IMMEDIATELY if you think your statement is wrong, or if you need more information. You may notify us at 800-540-8707 or write us at Maine State Credit Union, PO Box 5659, Augusta, ME 04332. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. Tell us your name and account number, the dollar amount of the suspected error, and the date it occurred. Describe the error or the transaction you are unsure about, and explain as clearly as you can, why you believe it is an error or why you need more information. If you notify us verbally, we may require you to send us your complaint or questions in writing within ten (10) business days. We will tell you, in writing, the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we need to use the forty-five (45) days to investigate, we will provisionally credit your account within ten (10) business days (five (5) business days for VISA Debit Card purchases) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or request in writing and we do not receive it within ten (10) business days, the Credit Union is not required to credit your account. If we determine there was no error, we will send you written explanation within three (3) business days after we complete our investigation. You may ask for copies of the documents that we used in our investigation and upon which we relied to conclude that the error did not occur. (We will make these available to you to the extent possible without violating any other member's right to privacy.)

**Termination of Agreement and Service:** You may cancel this agreement and stop receiving eStatements with the Credit Union at any time by notifying us either orally or in writing. The Credit Union may terminate this service and agreement at any time by giving you advance notification, either orally or in writing. Whether you or the Credit Union terminates this agreement, the termination shall not affect your obligations under this agreement and disclosure.

**Amendments:** This Agreement may be amended by the Credit Union at any time at its discretion. You will receive notice of amendments as required by applicable law without restatement of terms herein.

## Checking Account Terms (All Checking Accounts)

I/We authorize Maine State Credit Union (the Credit Union) to establish a special share account for me/us to be known as a "Checking Account". The Credit Union is authorized to pay checks signed by me (or by any authorized signer) and to charge the payments against my checking account. It is agreed that:

- Only Checks and other methods approved by the Credit Union may be used to withdraw funds from this Account;
- The Credit Union is under no obligation to pay a check which exceeds the balance in the Checking Account; The Credit Union may, however, up to a maximum of six (6) times per calendar month, pay such a check and charge the amount of resulting overdraft against any other share account from which one or more owner(s) of the checking account is entitled to withdraw shares;
- The Credit Union is under no obligation to pay a check on which the date is more than six months old; Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a check;
- Notwithstanding above, the Credit Union is not liable for any loss incurred or damage sustained due to the premature nature of a post-dated check;
- All non-cash payments received on shares in the Checking Account will be credited subject to final payment;
- The Checking Account shall be subject to service charges in accordance with the rate schedules adopted by Credit Union from time to time;
- The use of the Checking Account is subject to such other terms, conditions and requirements as the Credit Union may establish from time to time.

Consumer reports (credit reports) may be obtained in connection with your application for a checking account. If you request, (1) you will be informed whether or not consumer reports were obtained; and (2) if reports were obtained, you will be informed of the names and addresses of the consumer reporting agencies (credit bureaus) that furnished the reports.

The Credit Union is hereby authorized to recognize any of the signatures authorized on the account for the payment of funds or the transactions of any business for this account. The joint owners of this account hereby agree with each other and with the Credit Union that all sums now paid in on shares, or heretofore or hereafter paid in on shares by any or all of said joint owners to their credit as such joint owners with all accumulations thereon, are and shall be owned by them jointly, with right of survivor or survivors shall be valid and discharge the Credit Union from any liability for such payment.

The right or authority of the Credit Union under this agreement shall not be changed or terminated by said owners, or any of them except by written notice to and consent of the Credit Union which shall not affect transactions theretofore made.

## **Regulation CC: Funds Availability Policy Disclosures**

### **Important information on deposits, holds, and withdrawals. Your ability to withdraw funds at Maine State Credit Union**

**General policy.** Our policy is to make funds from your deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and state (Maine) and federal holidays. If you make a deposit before 4:30 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 4:30 p.m. or on a day we are not open or in a night depository, we will consider that the deposit was made on the next business day we are open.

**Reservation of right to hold.** In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, at least the first \$200 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**Longer delays may apply.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. The first \$200 of your deposits, however, may be available on the first business day after the day of your deposit.

If we are not going to make all of the funds from your deposit available on the first business day after the day of your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, 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 seventh business day after the day of your deposit.



**Holds on other funds.** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**Deposits at automated teller machines.** Cash deposited in our own automated teller machines (ATM's) will be made available the same business day in which your deposit is made. Funds from any checks deposited in our own ATM's will generally be made available the second business day after the day of your deposit. The Credit Union may, but is not required to, make such funds available sooner. The Credit Union may also delay availability for reasons including but not limited to fraud, check alteration and endorsement errors. Funds from any deposit (cash or check) made at ATM's which your Credit Union does not own or operate will not be made available until the second business day after the day of your deposit. ATM's that we own and operate are identified as our own machines.

**Deposits at shared branching facilities.** Funds from any check deposit made at shared branching facilities will generally be made the available the second business day after the day of your deposit. The Credit Union may, but is not required to, make such funds available sooner. The Credit Union may also delay availability for reasons including but not limited to fraud, check alteration and endorsement errors.

**Special rules for new accounts.** If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash and the first \$5,000 of a day's total deposits of cashiers, certified, teller's, travelers, and federal, state, and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the fifth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will generally be available no later than the seventh business day after the day of your deposit.

## Remote Deposit Services (Mobile Deposit)

**About:** The remote deposit capture services ("Mobile Deposit") are designed to allow you to make deposits to your accounts from your camera-enabled mobile device capable of capturing check images and information and electronically delivering the items and associated deposit information to the Credit Union or the Credit Union's designated processor. The device must capture an image of the front and back of each check to be deposited; must read and capture the magnetic ink character recognition ("MICR") line on each check; and must read and capture all such other data and information as is required by this agreement or Federal Reserve regulations for the processing of these checks for payment. The Credit Union offers the benefits and convenience of Mobile Deposit to you at no cost. The Credit Union reserves the right to charge fees for Mobile Deposit in the future.

**Eligible Items:** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to the Credit Union shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Maine (such scanned check image transmitted to the Credit Union for credit to your account, a "Remote Item"). You agree that you will not use Mobile Deposit to scan and deposit checks or items that: (a) are payable to any person or entity other than you; (b) contain obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn; (c) were previously converted to a substitute check as defined in Reg CC without the Credit Union's prior written consent; (d) were previously converted to an image replacement document as defined in Reg CC without the Credit Union's prior written consent; (e) are drawn on a financial institution located outside the United States; (f) are remotely created checks, as defined in Reg CC; (g) are not payable in United States currency; (h) are dated more than six (6) months prior to the date of deposit; (i) are prohibited by the Credit Union; (j) are in violation of any federal or state law, rule, or regulation; or (k) are otherwise not acceptable under the terms of your Credit Union account.

**Image Quality:** The image of an item transmitted to the Credit Union using Mobile Deposit must be legible and contain images of the front and back of the check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the

following information can clearly be read and understood by sight review of the check image: the amount of the check (both written and numeric); the payee; the signature of the drawer (maker); the date; the check number; the information identifying the drawer and the paying financial institution that is preprinted on the check including the MICR line; and all other information placed on the check prior to the time of an image of the check is captured (such as any required identification written on the front of the check and any endorsements applied to the back of the check).

**Endorsements and Procedures:** You agree to restrictively endorse any item transmitted through Mobile Deposit as “for Mobile deposit only, member #, date, signature, MSCU” or as otherwise instructed by the Credit Union. You agree to follow any and all other procedures and instructions for use of Mobile Deposit as the Credit Union may establish from time to time. Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a check payable to you and any joint owner(s) of your Credit Union account, the check must be endorsed by all such payees and you may only use Mobile Deposit to deposit such checks into a Credit Union account jointly owned by all such payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and any non-joint owner, you may not deposit the check into your Credit Union account using Mobile Deposit.

**Receipt of Items:** We reserve the right to reject any item transmitted through Mobile Deposit, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from the Credit Union that we have received the image. Receipt of such confirmation does not mean the transmission was error free or complete. Following receipt of such confirmation, the Credit Union will process the image by preparing a “substitute check” or clearing the item as an image.

**Availability of Funds:** You agree that items transmitted through Mobile Deposit are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using Mobile Deposit will generally be made available the 2nd business day after the day you make your deposit. The Credit Union may, but is not required to, make such funds available sooner. The Credit Union may also delay availability for reasons including but not limited to fraud, check alteration and endorsement errors.

**Disposal of Transmitted Items:** After you receive confirmation that we have received an image, you must securely store the original check for 14 days after transmission to us and make the original check accessible to us at our request. Upon our request, you will deliver to us within two business days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after the 14-day retention period expires, you must destroy the original check by first marking it “VOID” and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the original check, the image will be the sole evidence of the original check. You agree that you will never represent the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid. For purposes of this Agreement, a “business day” means any weekday, excluding the following days: any federal banking holiday observed by the Federal Reserve.

**Returned Deposits:** All credits deposited to your accounts using Mobile Deposit are provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the financial institution the item was drawn from, or are rejected or returned by a clearing agent or collecting Credit Union, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

**Mobile deposit security.** If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at 207-623-1851 or with written notice at Maine State Credit Union, PO Box 5659 Augusta, Maine 04332, if you learn of any loss or theft of original checks.

You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.



**Deposit limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using Mobile Deposit and to modify such limits from time to time. Currently there is no limit on the number of deposits made in one day but there is a cap in deposit value of \$10,000 in one business day. Unless otherwise specified by the Credit Union, changes to such limits shall be effective immediately upon notice to you via email, the Credit Union’s website, or via the Mobile Banking application.

**Errors.** You agree to notify the Credit Union of any suspected errors regarding items deposited through Mobile Deposit right away, and in no event later than thirty (30) days after the applicable Credit Union account statement is sent. Unless you notify the Credit Union within thirty (30) days, such statement regarding all deposits made through Mobile Deposit shall be deemed correct, and you are prohibited from bringing a claim against the Credit Union for such alleged error. Contact us by telephone at 207-623-1851 or with written notice at Maine State Credit Union, PO Box 5659 Augusta, Maine 04332 or through our Online Banking message board

## Privacy Notice & Disclosures

|              |   |
|--------------|---|
| <b>FACTS</b> | WHAT DOES MAINE STATE CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?   |
| <b>Why?</b>  | Financial companies choose how they share your information. Federal law gives members the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.           |
| <b>What?</b> | The types of personal information we collect and share depend on the products or services you have with us. This information can include: Social Security Number and Income Account Balances and Payment History Credit History and Credit Score.   |
| <b>How?</b>  | All financial companies need to share members’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members’ personal information; the reasons Maine State Credit Union chooses to share; and whether you can limit this sharing. |

| Reasons we can share your personal information   | Does Maine State CU Share? | Can you limit this sharing? |
|--|----------------------------|-----------------------------|
| <b>For our everyday business purposes --</b><br>such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus. | <b>YES</b>                 | <b>NO</b>                   |
| <b>For our marketing purposes --</b><br>to offer products and services to you  | <b>YES</b>                 | <b>NO</b>                   |
| <b>For joint marketing with other financial companies</b>  | <b>YES</b>                 | <b>NO</b>                   |
| <b>For our affiliates’ everyday business purposes --</b><br>information about your transactions and experiences  | <b>NO</b>                  | <b>We Don’t Share</b>       |
| <b>For our affiliates’ everyday business purposes --</b><br>information about your creditworthiness  | <b>NO</b>                  | <b>We Don’t Share</b>       |
| <b>For nonaffiliates to market to you --</b>   | <b>NO</b>                  | <b>We Don’t Share</b>       |

|                   |   |
|-------------------|---|
| <b>Questions?</b> | Call 800-540-8707 or go to <a href="http://www.mainestatecu.org">www.mainestatecu.org</a> |
|-------------------|---|

| <b>Who we are</b>   |  |
|---|--|
| Who is providing this notice?   | Maine State Credit Union   |
| <b>What we do</b>   |  |
| <b>How does Maine State Credit Union protect my information?</b>          | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.<br><br>We restrict access to nonpublic personal information about you to persons who need to know that personal information to provide products and services to you. |
| <b>How does Maine State Credit Union collect my personal information?</b> | We collect your personal information, for example, when you: <ul style="list-style-type: none"> <li>• Open an account or deposit money</li> <li>• Pay your bills or apply for a loan</li> <li>• Use your credit or debit card</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.                        |
| <b>Why can't I limit all sharing?</b>                                     | Federal law gives you the right to limit only: <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your credit worthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for non-affiliates to market to you</li> </ul>   |

| <b>Definitions</b> |   |
|--------------------|---|
| Affiliates         | Companies related by common ownership or control. They can be financial and nonfinancial companies. Maine State Credit Union has no affiliates.   |
| Non-affiliates     | Companies not related by common ownership or control. They can be financial or nonfinancial companies. Maine State Credit Union does not share with non-affiliates so they can market to you. |
| Joint Marketing    | A formal agreement between nonaffiliated financial companies that together market financial products or services to you. Our joint marketing partners include insurance companies.            |

## Electronic Funds Transfers Regulation E: Initial Disclosure (No Access Device)

These disclosures apply to Electronic Funds Transfers (EFTs) made to or from a Maine State Credit Union account without the use of a card, PIN or other access device

**Types of Transfers:** Here are some of the types of EFTs available to you: Deposit of Employer payroll, Deposit of Government payments; Pre-Authorized Debits; Electronic Check Conversion (ECK). You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to: i.) pay for purchases; ii.) pay bills. Merchants and other payees may be authorized to electronically debit your checking account using information you provide on or with a check. These transfers are EFTs subject to these disclosures.

**Fees:** There are no charges for EFTs or the right to make EFTs. However, a fee will be assessed for each EFT returned to the originator or which creates an overdraft due to insufficient funds, account closure, etc. Refer to the Rate and Fee Schedule for current fees.

**Business Days:** Our business days are Monday through Friday; excluding state (Maine) and federal holidays.

**Your right to stop payment:** If you have told us in advance to make regular payments out of your account, you may stop any of these payments.

**Here's how:** Call us at 207-623-1851 or 800-540-8707 or write us at Maine State Credit Union, P.O. Box 5659, Augusta, Maine 04332 in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we will request that you sign a form here at the Credit Union which must be done within 14 days after you call. You will be charged \$25.00 for each stop payment order given. This fee may be amended from time to time. See our Rate and Fee Schedule.

**Our liability to you for failure to make or stop certain transfers:** 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 exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the transfer would result in your overdraft line exceeding its limit.
- If we have reason to believe that the transfer may be unauthorized, fraudulent, illegal or otherwise improper.

**Confidentiality.** Here are the circumstances under which we will disclose information to third parties about your account or the transfers you make; (1) When necessary for completing transfers, (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, (3) In order to comply with government agency or court orders, (4) If you give us your written permission, and (5) As permitted by applicable law.

**Consumer Liability:** Tell us AT ONCE if you believe an EFT involving your account has been made without your permission. 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 any. If you tell us within 2 business days after you learn of a loss or theft resulting in an unauthorized EFT, you can lose no more than \$50.

If you do NOT tell us within 2 business days after you learn of a loss or theft resulting in an unauthorized EFT, and we can prove we could have stopped someone from making an EFT without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, by any means, tell us at once. If you do not tell us within 60 days after the statement was mailed or made available 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.

If you believe an unauthorized EFT involving your account may be or has been made, call us at once at 207-623-1851 or 800-540-8707 or, after business hours, 800-472-3272, or write us at Maine State Credit Union, P.O. Box 5659, Augusta, Maine 04332 or email us at [contactus@mainestatecu.org](mailto:contactus@mainestatecu.org).

**Documentation/Periodic Statements: Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 207-623-1851 or 800-540-8707 to find out whether or not the deposit has been made.

**Periodic Statements.** You will receive a monthly account statement for a share draft/checking account. For other types of accounts, you will receive a monthly account statement for each month in which an EFT is made, and at least quarterly.

**Error Resolution: In Case of Errors or Questions About Your Electronic Transfers** - Telephone us at 207-623-1851 or 800-540-8707, or write to us at Maine State Credit Union, P.O. Box 5659, Augusta, ME 04332, or email us at [contactus@mainestatecu.org](mailto:contactus@mainestatecu.org) as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## Regulation E: Initial Disclosures – Access Device

These disclosures apply to Electronic Funds Transfers (EFTs) made to or from a Maine State Credit Union account using an Access Device and/or Access Code. "Access Device" includes your VISA Debit Card ("Card"), Apple Pay, Samsung Pay, or Android Pay. "Access Device" also includes the Personal Identification Number (PIN) associated with the Device. "Access Code" includes the user identification used to access Online Banking (Online Advantage+), Mobile Banking (including person to person (p2p) transfers), and Touchtone Teller provided by the Credit Union.

**Consumer Liability.** Tell us at once if you believe your Access Device and/or Access Code has been lost or stolen, or if you believe that an electronic funds transfer may be or has been made without your permission. 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 business days after you learn of the loss or theft of your Access Device and/or Access Code, you can lose no more than \$50 if someone used your Access Device and/or Access Code without your permission.

If you do not tell us within two business days after you learn of the loss or theft of your Access Device and/or Access Code, and we can prove we could have stopped someone from using your Access Device and/or Access Code without your permission if you had told us, you could lose as much as \$500.

Also tell us if your statement shows transfers that you did not make, including those made by Card, PIN or other means. If you do not tell us within 60 days after the statement showing the error was mailed or made available to you, you may not get any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money you lost 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 may extend the time periods.

If you believe an unauthorized EFT involving your account may be or has been made, call us at once at 207-623-1851 or 800-540-8707 or, after business hours, 800-472-3272, or write us at Maine State Credit Union, P.O. Box 5659, Augusta, ME 04332 or email us at [contactus@mainestatecu.org](mailto:contactus@mainestatecu.org).

In some cases, you may have 'zero' liability for unauthorized EFTs under the VISA network no liability standards. Even if 'zero' liability applies, prompt notice of the loss or theft of an Access Device and/or Access Code is required. VISA's zero liability standards may be withheld or denied in the following situations; gross negligence, fraud, delays in reporting unauthorized use or account standing/history. If VISA's zero liability standard does not apply or is withheld or denied, the above Regulation E rules apply.

**Business Days.** Our business days are Monday through Friday; excluding state (Maine) and federal holidays.

**Transfer Types and Limitations.** You may use your Access Device and/or Access Code to: withdraw cash from your account, make deposits to your account, transfer funds between your accounts, pay for purchases at places that have agreed to accept your Access Device and/or Access Code, and pay bills directly (by telephone or online) from your account in amounts and on the days you request. Some of these services may not be available at all locations or with all Access Devices and/or Access Codes.

**Limitations on Frequency and Dollar Amounts of Transfers.** For the protection of our members, we have limited the amount of each withdrawal using an Access Device to \$500 per day at a remote banking facility. You may use your Access Device to purchase up to \$3,000 worth of goods or services each day at Point-of-Sale (POS) terminals that accept your Access Device. We may, at our

discretion, make adjustments to limits on Access Devices and/or Access Codes for the purpose of limiting potential losses.

**Fees.** Fees related to EFTs are included in the Rate and Fee Schedule.

**Automated Teller Machine (ATM) Fees.** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or network used in processing the transaction. Any such fee(s) will be debited from your account if you elect to complete the transaction.

**Confidentiality.** Here are the circumstances under which we will disclose information to third parties about your account or the transfers you make; (1) When necessary for completing transfers, (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, (3) In order to comply with government agency or court orders, (4) If you give us your written permission, and (5) As permitted by applicable law.

**Documentation and Periodic Statements.**

You may receive a receipt at the time you make any transfer to or from your account using one of our automated teller machines (ATMs). You will receive a monthly account statement for a checking/share draft account. For other types of accounts, you will receive a monthly account statement for each month in which an EFT is made, and at least quarterly.

**Your right to stop payment:** If you have told us in advance to make regular payments out of your account, you may stop any of these payments.

**Here's how.** Call us at 207-623-1851 or 800-540-8707 or write us at Maine State Credit Union, P.O. Box 5659, Augusta, Maine 04332 in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we will request that you sign a form at the Credit Union which must be done within 14 days after you call. You will be charged \$25.00 for each stop payment order given. This fee may be amended from time to time. See our Rate and Fee Schedule.

**Our liability to you for failure to make or stop certain transfers.** 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 exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the transfer would result in your overdraft line exceeding its limit.
- If we have reason to believe that the transfer may be unauthorized, fraudulent, illegal or otherwise improper.

**Error Resolution.** In case of errors or questions about your electronic funds transfers, telephone us at 207-623-1851 or 800- 540-8707, email us at [contactus@mainestatecu.org](mailto:contactus@mainestatecu.org), or write us at Maine State Credit Union, PO Box 5659, Augusta, Maine 04332 as soon as you can. Please also contact us if you think your statement or receipt is wrong or if you need more information about a transfer listed on your statement or receipt. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared. We will need the following information:

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account with provisional credit within 10 days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results of our investigation within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation and we will reverse any provisional credit you were given. You may ask for copies of the documents that we used in our investigation.

## VISA DEBIT CARDHOLDER AGREEMENT

If we have issued a VISA Debit Card (“Card”) to you, you agree to the terms of this Agreement.

**Personal Identification Number (PIN).** This is your “remote banking signature.” You are responsible for maintaining its confidentiality. The PIN should be memorized and not written, in order to prevent its unauthorized use, and so that you may report its loss or theft accurately.

**Authorized Use.** Only you are authorized to deposit or withdraw funds to or from your account(s) with the use of the VISA Debit Card or to make transactions that use the information on your VISA Debit Card. When using the VISA Debit Card at participating merchants, financial institutions, remote facilities or other locations, positive identification may be requested of you prior to any transaction. You agree that you will not use or allow anyone else to use your Card or PIN for any transaction that is illegal under applicable federal, state, or local law. You are responsible for all withdrawals (debits) from your account made by anyone else to whom you give your Card or PIN. If you suspect unauthorized use, you should notify us immediately so that we can block the Card and/or your account in an attempt to prevent future losses.

If the account accessed with the Card is not a checking account, you may make only six (6) PIN based transactions each month and cannot perform non PIN based transactions (such as processing the Card as a credit card during a point of sale transaction). If the account accessed with the Card is a joint account, “you” includes all account owners.

**Non- VISA, PIN Debit Card Transactions.** We allow non-VISA debit transaction processing. This means you may use your VISA Debit Card on a PIN-Debit Network (a non-VISA network) without using a PIN to authenticate your transactions. The non-VISA debit networks for which such transactions are allowed are ACCEL/Exchange and PLUS.

Examples of the types of actions you may make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (for example, via telephone, internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to use direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through the use of a PIN.

Examples of the types of actions that you may be required to make to initiate a VISA transaction using your VISA Debit Card include signing a receipt, providing the Card number over the phone or via the internet, or swiping the Card through a point-of-sale terminal

The terms and conditions of this Agreement as applicable to VISA debit transactions do not apply to non-VISA debit transactions. For example, the additional limits on liability (sometimes referred to as VISA’s zero-liability standards) and the streamlined error resolution procedures available for VISA Debit Card transactions are not applicable to transactions processed on a non-VISA PIN-Debit network.

**Delays in Posting Transactions.** Due to the nature of the debit card system, there will be delays between the time of any activity on your account(s) and the time it is reflected in our records of your account(s). This may affect your available balance.

**Fees and Overdrafts.** A transaction resulting in a withdrawal from or a deposit to your account using the VISA Debit Card or your PIN or other information which could provide electronic access to your account is considered the same as any other type of withdrawal or deposit for purpose of our Rate and Fee Schedule. The type of account determines if and when a fee will be assessed. Unless you have opted in to our Member Privilege Overdraft Protection Program, we will not process an ATM or one-time debit transaction that would create a negative balance in your account. If other withdrawals create a negative balance in your account, you agree to repay to us the amount of the overdraft, plus overdraft charges in the same manner as any other overdraft on your account. Please see our Rate and Fee Schedule for current charges.



**Foreign Transaction Fee.** A 1% international transaction fee will be assessed on all transactions where the merchant country is not the United States. The converted transaction amount will be shown separately from the international transaction fee on your account statement. This fee will be assessed on all international purchases, credit vouchers, and cash disbursements. VISA charges 0.8% for international transactions that do not involve currency conversions. The exchange rate for transactions in a foreign country is the rate selected by VISA from the range of rates available in wholesale currency markets on the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government mandated rate in effect for the applicable central processing date plus the 1% international transactions fee. VISA assesses a cash disbursement fee of US \$1.25 on international ATM transactions where a surcharge fee has not been assessed. VISA also assesses a cash disbursement fee of US \$0.50 on international ATM transactions where a surcharge fee has been assessed.

**Cancellation.** Your Card and PIN remain our property and immediate surrender of either may be required by us at any time. We may cancel the Card, PIN and/or electronic fund transfer privileges at any time without notice or cause. Any cancellation or termination does not affect any of your existing liability to us. We expressly disclaim all warranties that the components of the EFT system, including, but not limited to, Cards and terminals, will function properly or be available for use.

**Agreement Modification.** This Agreement may be amended by us without prior notice to you when such a change is immediately necessary to maintain or restore the security of the system accounts; however, we will notify you in writing at least twenty-one (21) days prior to the effective date of any change in any term or condition of this Agreement, if such change would result in greater cost or liability for you or decreased access to your account. You will also be notified of other changes or amendments and your continued use of the Card or PIN signifies your consent to such changes and amendments.

**Notification Procedures.** If you believe that your Card, PIN or any other information pertaining to your account has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, contact us at once at 207-623-1851 or 800-540-8707, email us at [contactus@mainestatecu.org](mailto:contactus@mainestatecu.org), or write us at Maine State Credit Union, PO Box 5659, Augusta, Maine 04332 as soon as you can. After business hours, please call 1-800-472-3272. See the Regulation E Disclosure for Error Resolution and Liability Limits.

**Joint accounts.** All Cards must be returned to us prior to the addition or deletion of a name from any account that may be accessed by a Card. Your PIN may provide access to all of your accounts at the Credit Union, and joint owners may have access to all of them, including accounts owned singly by you or jointly by you and other persons.

## Regulation J: Funds Transfers

You may desire to initiate a funds transfer using your Credit Union, and your Credit Union may receive funds transfers for credit to an account of yours at your Credit Union, or for further transfer on your behalf. Transfers sent or received by you or on your behalf may go by Fedwire. Regulation J governs Fedwire. In addition to the specific provisions of Regulation J, this part of the Agreement is applicable to all such funds transfers.

**Security procedure.** Your instructions specifying the terms and conditions of funds transfers will be verified according to the Credit Union's security procedure. Members who wish to perform fund/wire transfers are required to complete a Fund/ Wire Transfer Agreement. The Fund/Wire Transfer Agreement is kept on file at the Credit Union. A Fund Wire Transfer Request Form will be completed for each fund/wire transfer requested. For all wire transfer requests taken in-person, members will be required to show government issued photo identification. For wire transfer requests that are not taken in-person (i.e. telephone, fax), a member chosen password or a verification call back to a telephone number already on our data processing system will be required.

**Inconsistencies in orders.** You acknowledge and agree that your Credit Union and the beneficiary's (funds transfer recipient) financial institution in the funds transfer may rely on the number in a payment order that identifies the beneficiary, even if it identifies a person different from the person identified by name in the payment order, if the beneficiary's financial institution does not know of this inconsistency. You also acknowledge and agree that your Credit Union may rely on a number in a payment order which identifies an intermediary financial institution or beneficiary's financial institution, even if it identifies a financial institution different from the financial institution identified by name in the payment order, if your Credit Union does not know of the inconsistency. Your Credit Union has no duty to detect any such inconsistencies.

**Notice.** For each funds transfer you receive at your Credit Union, you will receive notice of the transfer by having the amount received posted to your records or by some other mutually agreeable means. Your Credit Union is not required to give you a notice of receipt and will not do so. Your Credit Union will, however, notify you of the receipt of payments in any periodic statements that

your Credit Union provides to you.

**Provisional credit.** Credit given by your Credit Union to you with respect to a funds transfer is provisional until your Credit Union receives final settlement for the transfer through a Federal Reserve Bank. If your Credit Union does not receive such final settlement, you acknowledge and agree that your Credit Union is entitled to a refund of the amount credited to you or your account(s) in connection with the transfer. In the event that your Credit Union does not receive final settlement, you acknowledge and agree that your Credit Union may reverse the entry on its records and adjust your account(s) accordingly. The party making payment to you via such transfer shall not be deemed to have paid you the amount of the credit.

**Interest and/or dividends.** If your Credit Union is obligated to pay interest or dividends with respect to any funds transfer, the amount payable shall be limited to the interest or dividend rate paid on the account to which the funds transfer is or should have been made or from which the transfer actually or should have occurred, as applicable.

**Instructions.** Your Credit Union is not obligated to accept any instruction(s) from you relating to any funds transfer. If your Credit Union rejects a payment order you issue, you will be notified of the rejection in writing. The notice will be sent via the U.S. Postal Service, postage prepaid, to you at your address as listed in your Credit Union's records.

#### **UCC article 4A.**

We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of Maine as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

## **Maine State Credit Union Online Banking, also known as Online Advantage + Agreement and Disclosure**

**Introduction:** This agreement specifically governs the Online Banking service, and informs you of your rights, responsibilities, terms and conditions associated with Online Banking. Please read this agreement and disclosure carefully. In this agreement; the words "you", "your", and "yours" mean each and every one who utilizes Online Banking. The words "we", "us", "our", and "Credit Union" mean Maine State Credit Union. The word "Service" refers to the Online Banking Service provided by the Credit Union.

**Username & Password:** Your username and password will be your "remote banking signature," and you are responsible for maintaining its confidentiality. Your password should be memorized and not written, in order to prevent unauthorized use and so you may report its loss or theft accurately.

**Authorized Use:** You are authorized to withdraw funds from your account(s) with the use of your username and password. If you provide your username and password to a third party or another individual, you will be responsible for all losses that occur as a result of this action. You cannot disclaim responsibility by notifying us, but we will block the account in an attempt to prevent future losses if you so request.

**Joint Accounts:** The Online Banking username and password is issued only to the first member named on a share account. You should not disclose your username and password to any joint account holder of your share account.

**Consumer Liability for Unauthorized Online Banking Transactions:** Tell us at once if you believe your username and password 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 applicable. If you tell us within two (2) business days, you can lose no more than fifty dollars (\$50.00) if someone used your username and password without permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your username and password and we can prove that we could have stopped someone from using your username and password without your permission if you had told us, you could lose as much as five hundred dollars (\$500.00). Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may not get back any money you lost 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 long trip or hospital stay) kept you from telling us, we will extend the time periods. We are liable only for losses in excess of the limits stated.

**Notification procedure:** If you believe that your username and password has been lost or stolen, or that someone has transferred or may transfer money from your account without permission, call us IMMEDIATELY at 800-540-8707 or write us at Maine State Credit Union, PO Box 5659, Augusta, ME 04332-5659.

**Fees and Charges:** Transactions involving your account(s) via Online Banking are considered the same as any other transaction in regard to service charges, overdrafts, other fees, and terms and conditions as set forth in your account agreement(s). There is currently no fee for use or termination of Online Banking privileges. However, the Credit Union reserves the right to impose fees or to subsequently change any fee structure.

**Conditions under which we will disclose information to a third party:** You agree that we may, and you hereby authorize us to, disclose information to third parties about your account(s) or the transfers you make (1) where it is necessary for completing transfers; (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (3) in order to comply with government agency or court orders as permitted by law; or (4) if you give us your written permission.

**Cancellation:** We may cancel your Online Banking privileges at any time without notice or cause. You may cancel this Agreement at any time by providing us with written notice that you wish to cancel. Cancellation will be effective as of the date we receive the notice. Any cancellation or termination will not affect any of your existing liability to us.

**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: If, through no fault of ours, you do not have enough money in your account to make the transfer. If the Online Banking system was not working properly and you knew it was not working properly when you started the transfer. If we have reason to believe that transactions involving your account(s) may be unauthorized, fraudulent, illegal or otherwise improper.

**Access to the Service may be unavailable at certain times for the following reasons:**

- 1.) Scheduled maintenance. There will be periods when systems require maintenance or upgrades;
- 2.) Unscheduled maintenance. Service may be unavailable when unforeseen maintenance is necessary; or,
- 3.) System Outages. Major unforeseen events, including, but not limited to: earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages, which may cause system unavailability. The Credit Union will make all reasonable efforts to ensure the availability of the Service. However, the Credit Union is in no way liable for the unavailability of the Online Banking service or any consequential damages that may result.

**Modification:** This Agreement may be amended by us without prior notice to you when such an amendment is immediately necessary to maintain or restore the security of the system or a member's account(s). We will notify you in writing as required by law prior to the effective date of any material change in any term or condition of this agreement.

## Electronic Record and Signature Disclosure (ESIGN)

From time to time if you authorize Maine State Credit Union (we or us), we may provide you certain notices, disclosures or agreements that may be required by law; in electronic form. Described below are the terms and conditions for providing you such notices, disclosures and agreements electronically. Please read the following information carefully and thoroughly prior to authorizing us to communicate with you, send you notices, disclosures and agreements electronically.

**Requesting Paper Copies.** Even after you consent, you have the right to receive a paper copy of the notices, disclosures and agreements you receive electronically. If you would like to receive a paper copy, please contact us at the numbers or email addresses listed in the 'How to Contact Maine State Credit Union' section of this disclosure. If doing so by email, please be sure to include your name and contact information so we can contact you if needed. Do not include personal identification numbers in email, including but not limited to; account number or social security number.

**Withdrawal of Consent.** After consenting, you can withdraw your consent to receive documents electronically at any time by contacting us at the numbers or email addresses listed in the 'How to Contact Maine State Credit Union' section of this disclosure. You may be asked to submit your withdrawal in writing. If doing so by email, please be sure to include your name and contact information so we can contact you if needed. Do not include personal identification numbers in email, including but not limited to; account number or social security number.

**Consequences of Changing your Mind.** If you elect to receive documents only in paper format by withdrawing consent or not consenting to use electronic communication in the first place, it will create a delay in the speed at which we can complete certain transactions and delivering some services to you because of the added time we need to physically send you the documents in paper format.

### How to Contact Maine State Credit Union

|                   |   |
|-------------------|---|
| <b>In Person:</b> | 200 Capitol St., Augusta Maine (Monday to Friday 8:00am to 4:30pm)<br>162 Hospital St., Augusta Maine (Monday to Friday 8:00am to 4:00pm)<br>81 Grove St., Waterville Maine (Monday to Friday 8:00am to 4:30pm) |
| <b>By Mail</b>    | PO Box 5659, Augusta ME, 04332  |
| <b>By Phone</b>   | 207-623-1851, toll free 800-540-8707  |
| <b>By Email</b>   | contactus@mainestatecu.org  |

### Hardware and Software Requirements

In order to access, view, and retain your account(s) information electronically, you must have:

|                                   |  |
|-----------------------------------|--|
| <b>General:</b>                   | A computer or access device which is capable of accessing the internet |
| <b>Operating System:</b>          | Current Microsoft Supported Operating Systems                          |
| <b>Browsers:</b>                  | Current Microsoft Supported Versions of Internet Explorer              |
| <b>Email:</b>                     | Access to a valid email account  |
| <b>Screen Resolution:</b>         | 800 x 600 Minimum  |
| <b>Enabled Security Settings:</b> | Allow per Session Cookies  |

### Users accessing the internet behind a Proxy Server must enable HTTP 1.1

These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at the time.

### Acknowledging Ability and Consent to Receive Materials Electronically

By consenting to Electronic Communication, you consent to receive all communications regarding products and services that are offered through our online service. You further agree that your computer satisfies the hardware and software requirements specified above and that you have the ability to access your documents. You confirm that you have provided us with a current email address at which we may send electronic communications to you.