



Member Agreement and Disclosures



1000 Lisbon Street · P.O. Box 1746
Lewiston, ME 04241-1746
207-783-1475 · 207-777-1914 Fax



www.centralmainecu.com

Rev. 7/2023



MEMBERSHIP AND ACCOUNT AGREEMENT

This Agreement covers the rights and responsibilities concerning your Accounts and the rights and responsibilities of the credit union providing this agreement (credit union). In this Agreement, the words “you” and “yours” mean anyone who signs an Account Card or Account Change Card (account card or any other account opening document). The words “we,” “us,” and “our” mean the credit union. The word “account” means any one or more share or other accounts you have with the credit union.

Your account type(s) and ownership features are designated on your Account Card. By signing an Account Card, each of you, jointly and severally, agree to the terms and conditions in this Agreement and Account Card, the Funds Availability Policy Disclosure, Truth-in-Savings Disclosure, Electronic Funds Transfer Agreement and Disclosure, Privacy Notice Disclosure and any Account Receipt accompanying this Agreement, and the credit union’s bylaws and policies, and any amendments to these documents from time to time which collectively govern your membership and accounts.

You agree that we may waive, in our sole discretion, any fee, charge, term, or condition set forth in this Agreement at the time the account is opened or subsequent thereto, on a one-time basis or for any period or duration without changing the terms of the agreement or your obligation to be bound by the Agreement, and we are not obligated to provide similar waivers in the future or waive our rights to enforce the terms of this Agreement. We reserve the right to correct any errors to your account. This agreement supersedes any other verbal or written agreements you may have received in the past.

1. MEMBERSHIP ELIGIBILITY — To join the credit union you must meet the membership requirements including purchase and maintenance of the minimum required share(s) (“membership share”) as set forth in the credit union’s bylaws. You authorize us to check your account, credit, and employment history, and obtain reports from third parties, including credit reporting agencies, to verify your eligibility for the accounts and services you request.

2. INDIVIDUAL ACCOUNTS — An individual account is an account owned by one member (individual, corporation, partnership, trust or other organization) qualified for credit union membership. If the account owner dies, the interest passes, subject to applicable law, to the account owner’s estate or Payable on Death (POD) beneficiary/payee or trust beneficiary, subject to other provisions of this Agreement governing our protection for honoring transfer and withdrawal requests of an owner or owner’s agent prior to notice of an owner’s death and to any security interest or pledge granted by the account owner and subject to our statutory lien rights.

3. JOINT ACCOUNTS — A joint account is an account owned by two or more persons.

a. Rights of Survivorship. Unless otherwise stated on the Account Card, a joint account includes rights of survivorship. This means when one owner dies, all sums in the account will pass to the surviving owner(s). For a joint account without rights of survivorship, the deceased owner’s interest passes to his or her estate. A surviving owner’s interest is subject to the credit union’s statutory lien for the deceased owner’s obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.

b. Control of Joint Accounts. Any owner is authorized and deemed to act for any other owner(s) and may instruct us regarding transactions and other account matters. Each owner guarantees the signature of any other owner(s). Any owner may withdraw all funds, stop payment on items, transfer, or pledge to us all or any part of the shares without the consent of the other owner(s). We have no duty to notify any owner(s) about any transaction. We reserve the right to require written consent of all owners for any change to or termination of an account. If we receive written notice of a dispute between owners or inconsistent instructions from them, we may suspend or terminate the account and require a court order or written consent from all owners to act. A Joint Owner is considered an owner for purposes of this agreement and may perform all transactions on the account except to close the membership account or draw it below the \$10.00 par value. This includes both passbooks and statement accounts. A member or joint owner may perform transactions on passbook accounts with or without the passbook.

c. Joint Account Owner Liability. If a deposited item in a joint account is returned unpaid, an account is overdrawn, or if we do not receive final payment on a transaction, the owners, jointly and severally, are liable to us for the amount of the returned item, overdraft, or unpaid amount and any charges, regardless of who initiated or benefited from the transaction. If any account owner is indebted to us, we may enforce our rights against any account of an owner or all funds in the joint account regardless of who contributed them.

4. POD/TRUST ACCOUNT DESIGNATIONS — A Payable on Death (POD) account or trust account designation is an instruction to the credit union that an individual or joint account so designated is payable to the owner(s) during his, her or their lifetimes and, when the last account owner dies, payable to all and surviving POD or trust beneficiaries/payees. If there is more than one surviving beneficiary/payee, the account is owned jointly by such beneficiaries/payees without rights of survivorship upon the death of the last account owner. Any POD or trust beneficiary/payee designation shall not apply to Individual Retirement Accounts (IRAs). We are not obligated to notify any beneficiary/payee of the existence of any account or the vesting of the beneficiary/payee’s interest in any account, except as otherwise provided by law. This paragraph does not apply to an account held on behalf of or held in the name of a trust.

5. 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, overdraft, 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. We will not change the account status when the minor reaches the age of majority, unless authorized in writing by all account owners.

6. UNIFORM TRANSFERS/GIFTS TO MINORS ACCOUNT — A Uniform Transfers/Gifts to Minors Account (UTMA/UGMA) is an individual account created by a custodian who deposits funds as an irrevocable gift to a minor. The minor to whom the gift is made is the beneficiary of the custodial property in the account. The custodian has possession

and control of the account for the exclusive right and benefit of the minor and barring a court order otherwise, is the only party entitled to make deposits, withdrawals, or close the account. We have no duty to inquire about the use or purpose of any transaction. If the custodian dies, we may suspend the account until we receive instructions from any person authorized by law to withdraw funds or a court order authorizing withdrawal.

7. AGENCY DESIGNATION ON AN ACCOUNT — An agency designation on an account is an instruction to us that the owner authorizes another person to make transactions as agent for the account owner regarding the accounts designated. An agent has no ownership interest in the account(s) or credit union voting rights. We have no duty to inquire about the use or purpose of any transaction made by the agent. You agree to hold the credit union harmless from responsibility for any transactions conducted on your behalf by any agent that you have granted Power of Attorney. You understand that it is your responsibility or the responsibility of your attorney to notify the credit union by certified letter of the revocation of any Power of Attorney. You agree that if you designate an agent by Power of Attorney that the agent and not the credit union is personally liable for any transactions that are conducted. We may refuse to comply with a Power of Attorney for reasonable cause, or until we receive an affidavit from the agent stating that the Power of Attorney presented is a true copy and that, to the best of the agent's knowledge, the principal is alive and that the relevant powers of the agent have not been altered or terminated.

8. DEPOSIT OF FUNDS REQUIREMENTS — Funds may be deposited to any account, in any manner approved by the credit union in accordance with the requirements as set forth in the Truth-in-Savings Disclosure. Deposits made by mail, at night depositories or at unstaffed facilities are not our responsibility until we receive them. We reserve the right to refuse or to return any deposit.

- a. **Endorsements.** We may accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of, one or more account owners even if they are not endorsed by all payees. You authorize us to supply missing endorsements of any owners if we choose. If a check, draft or item that is payable to two or more persons is ambiguous as to whether it is payable to either or both, we may process the check, draft or item as though it is payable to either person. If an insurance, government, or other check or draft requires an endorsement, we may require endorsement as set forth on the item. 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. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.
- b. **Collection of Items.** We act only as your agent and we are not responsible for handling items for deposit or collection beyond the exercise of ordinary care. We are not liable for the negligence of any correspondent or for loss in transit, and each correspondent will only be liable for its own negligence. We may send any item for collection. Items drawn on an institution located outside the United States are handled on a collection basis only. You waive any notice of nonpayment, dishonor, or protest regarding items we purchase or receive for credit or collection to your account. We reserve the right to pursue collection of previously dishonored items at any time, including giving a payer financial institution extra time beyond any midnight deadline limits.
- c. **Restrictive Legends.** Some checks and drafts contain restrictive legends or similar limitations on the front of the item. Examples of restrictive legends include "two signatures required", "void after 60 days" or "not valid over \$500." We are not liable for payment of any check or draft contrary to a restrictive legend or other limitation contained in or on the item unless we have specifically agreed in writing to the restrictions or limitations.
- d. **Final Payment.** All items or Automated Clearing House (ACH) transfers credited to your account are provisional until we receive final payment. If final payment is not received, we may charge your account for the amount of such items or ACH transfers and impose a return item charge on your account. Any collection fees we incur may be charged to your account. We reserve the right to refuse or return any item or funds transfer.
- e. **Direct Deposits.** We may offer preauthorized deposits (e.g., payroll checks, Social Security or retirement checks, or other government checks) or preauthorized transfers from other accounts. You must authorize direct deposits or preauthorized transfers by filling out a separate form. You must notify us at least thirty (30) days in advance to cancel or change a direct deposit or transfer option. If your account is overdrawn, you authorize us to deduct the amount your account is overdrawn from any deposit, including deposits of government payments or benefits. Upon a bankruptcy filing, unless you cancel the authorization, we will continue applying payments from direct deposits in accordance with your authorization on file with us. If we are required to reimburse the U.S. Government for any benefit payment directly deposited into your account, we may deduct the amount returned from any of your accounts, unless prohibited by law.
- f. **Crediting of Deposits.** Deposits made after the deposit cut-off time and deposits made on either holidays or days that are not our business days will be credited to your account on the next business day.

9. SHARED BRANCHING — The Credit Union may or may not permit you with access to the Shared Branching network. Shared branching transactions cannot be performed on share certificates, IRAs, student loans, credit cards and some other products. Joint owners can only be set up for shared branching transactions if the member and all joint owners on all checking and savings suffixes are exactly the same. Members with any

passbook suffixes are not eligible for shared branching. Most shared branching facilities do not have passbook printers.

All checks deposited are subject to extended holds, which means that the funds from checks deposited at a shared branch facility will not be immediately available for withdrawal.

If you wish to purchase gift cards, money orders, or request any other service not related to a specific transaction on your account, then the Credit Union you are visiting will charge you their fees for incidental services.

We may terminate access to shared branching at any time without prior notice. Termination of service may be a result of a past due or delinquent loan, a negative balance in any account, return of a deposited item, problems correctly using the service, abusive treatment of staff, notification of incorrect address or email address or phone number, or any other reason we believe in our sole discretion justifies termination of services.

You agree to abide by the shared branching rules of the Credit Union and all current and future terms of the shared branch network rules.

The shared branching service is provided "as is" without any warranty of any kind, either expressed or implied, including, but not limited to the implied warranties or merchantability and fitness for a particular purpose.

Central Maine CU is not responsible if any shared branch facility is unavailable for transactions or if the network is inaccessible. We will not waive any fees, reimburse any interest or be liable for any costs or inconvenience you incur as a result of using the shared branch network or failure to access the shared branch network when desired.

Individual shared branch service centers may or may not perform any transaction at their discretion. Individual shared branch service centers set their own daily cash limitations. The maximum that CMCU will permit you to withdraw from all shared branch locations in one business day is \$5,000.

Things you cannot do at a shared branch service center include cash or deposit a third party check; deposit a post-dated check; deposit a check drawn on an account outside of the U.S. or payable in foreign funds; deposit an altered check; deposit an insurance check; deposit large amounts of coin; deposit more than five checks in any one transaction; deposit any check more than 180 days after the issue date; or make modifications to your accounts such as address changes or adding joint owners.

10. ACCOUNT ACCESS —

- a. **Authorized Signature.** Your signature on the Account Card authorizes your account access. We will not be liable for refusing to honor any item or instruction if we believe the signature is not genuine. You authorize us to store and use Account Card/Signature Card information in any reasonable form we deem necessary, including any digitized signature capture process. If you use a facsimile signature or other form of signature, you agree you shall have the sole responsibility for maintaining security of the facsimile signature or device by which it is affixed and you shall bear the entire risk for unauthorized use thereof whether or not you are negligent. You agree that no facsimile signature we have been authorized to honor may be considered a forgery or negligent. You further agree to indemnify and hold us harmless from and against any and all losses, costs, damages, liabilities, or exposures (including reasonable attorney's fees) we or you may suffer or incur as a result of the unlawful use, unauthorized use or misuse by any person of any such facsimile signature or the device by which it is affixed. If you use any form of facsimile signature device, you agree to deliver a sample to us if we request it.
- b. **Access Options.** You may withdraw or transfer funds from your account(s) in any manner we permit (e.g., at an automated teller machine, in person, by mail, Internet access, automatic transfer, or telephone, as applicable). We may return as unpaid any draft drawn on a form we do not provide, and you are responsible for any loss we incur handling such a draft. We have the right to review and approve any form of power of attorney and may restrict account withdrawals or transfers. We are under no obligation to honor any power of attorney.
- c. **Credit Union Examination.** We may disregard information on any check or draft other than the signature of the drawer, the amount and any magnetic encoding. You agree we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for sight examination of items.

11. ACH & WIRE TRANSFERS — Except as amended by this Agreement, electronic funds transfers we permit that are subject to Article 4A of the Uniform Commercial Code will be subject to such provisions of the Uniform Commercial Code as enacted by the state where the main office of the Credit Union is located. We may execute certain requests for electronic funds transfers by Fedwire. Fedwire transactions are subject to Federal Reserve Board Regulation J. You may order electronic funds transfers to or from your account. We will debit your account for the amount of an electronic funds transfer and will charge your account for any fees related to the transfer. Unless we agree otherwise in writing, we reserve the right to refuse to execute any order to transfer funds to or from your account. We are not obligated to execute any order to transfer funds out of your account if the amount of the requested transfer plus applicable fees exceeds the available funds in your account. We are not liable for errors, delays, interruptions or transmission failures caused by third parties or circumstances beyond our control including mechanical, electronic or equipment failure. We will not provide you with next day notice of ACH, wire transfers and other electronic payments credited to your account. You will receive notice of such credits on your account statements. You may contact us to determine whether a payment has been received. If we are required by law to pay interest to you, you agree that the rate of interest shall be the lowest available nominal dividend

or interest rate paid on accounts during the time interest payments are required. Payment orders we accept will be executed within a reasonable time of receipt but may not necessarily be executed on the date they are received. Cut-off times may apply to the receipt, execution and processing of funds transfers, payment orders, cancellations, and amendments and if received after a cut-off time, may be treated as having been received on the next following funds transfer business day. Information about any cut-off times is available upon request. From time to time, we may need to suspend processing of a transaction for greater scrutiny or verification, in accordance with applicable law, and this action may affect settlement or availability of the transaction. When you initiate a wire transfer, you may identify the recipient and any financial institution by name and by account or identifying number. The credit union and any other financial institutions facilitating the transfer may rely strictly on the account or identifying number even if the number identifies a different person or financial institution. Any account owner may amend or cancel a payment order even if that person did not initiate the order. We may refuse requests to amend or cancel a payment order that we believe will expose the credit union to liability or loss. Any request to amend or cancel a payment order that we accept will be processed within a reasonable time after it is received. You agree to hold us harmless from and indemnify us for all losses and expenses resulting from any actual or attempted amendment or cancellation of a payment order. We may require you to follow a security procedure to execute a payment order or certain electronic funds transfer transactions. We will notify you of any such security procedures and you agree that our security procedures are commercially reasonable.

12. ACCOUNT RATES AND FEES — We pay account earnings and assess fees against your account as set forth in the Truth-in-Savings Disclosure. We may change the Truth-in-Savings Disclosure at any time and will notify you as required by law.

13. TRANSACTION LIMITATIONS —

a. Withdrawal Restrictions. We will pay checks or drafts, permit withdrawals, and make transfers from available funds in your account. The availability of funds in your account may be delayed as described in our Funds Availability Policy Disclosure. We may also pay checks or drafts, permit withdrawals, and make transfers from your account from insufficient available funds if you have established an overdraft protection plan or, if you do not have such a plan with us, in accordance with our overdraft payment policy.

We may refuse to allow a withdrawal in some situations and will advise you accordingly if: (1) there is a dispute between account owners (unless a court has ordered the Credit Union to allow the withdrawal); (2) a legal garnishment or attachment is served; (3) the account secures any obligation to us; (4) required documentation has not been presented; or (5) you fail to repay a credit union loan on time. We may require you to give written notice of seven 7 to 60 days before any intended withdrawals.

b. Transfer Limitations. We may limit the dollar amount or the number of transfers from your account. Please consult your Truth-in-Savings Disclosure or your Electronic Fund Transfers Agreement and Disclosure.

14. CERTIFICATE ACCOUNTS — Any time deposit, term share, share certificate, or certificate of deposit account allowed by state law (certificate account), whichever we offer, is subject to the terms of this Agreement, the Truth-in-Savings Disclosure and Account Deposit Receipt for each account, the terms of which are incorporated herein by reference.

15. OVERDRAFTS —

a. Payment of Overdrafts. If, on any day, the funds in your share or deposit account are not sufficient to pay the full amount of a check, draft, item, transaction or other items posted to your account plus any applicable fee (“overdraft”), we may pay or return the overdraft. The credit union’s determination of an insufficient available account balance may be made at any time between presentation and the credit union’s midnight deadline with only one review of the account required. We do not have to notify you if your account does not have sufficient available funds to pay an overdraft. For one-time debit transactions, you must consent to the Credit Union’s overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the credit union uses to capture the member’s opt-in choice for overdraft protection and the Schedule of Fees and Charges.

Except as otherwise agreed in writing, if we exercise our right to use our discretion to pay an overdraft, we do not agree to pay overdrafts in the future and may discontinue covering overdrafts at any time without notice. If we pay an overdraft or impose a fee that overdraws your account, you agree to pay the overdrawn amount in accordance with your overdraft protection plan or, if you do not have such a plan, in accordance with our overdraft policy. You authorize us to use the right of offset of any funds deposited to your account to cover overdrafts and related fees. Each deposit, including any type of direct deposit, such as payroll, Social Security, military, pension, SSI, etc., to your account after an overdraft may be treated as a voluntary payment of a debt incurred. If you do not repay the overdrawn amount, your account will be charged off, assessed an additional fee as disclosed in the Truth-in-Savings Disclosure, and this derogatory information will be reported to the credit reporting agencies.

b. Order of Payment. Checks, drafts, items and other transactions may not be processed in the order that you make them or in the order that we receive them. We may, at our discretion, pay a check, draft or item and execute other transactions on your account

in any order we choose. The order in which we process checks, drafts and items and execute other transactions on your account may affect the total amount of overdraft fees that may be charged to your account. Please contact us if you have questions about how we pay checks or drafts and process transfers and withdrawals.

c. Overdrafts and NSF's are incurred if you do not have the Available Balance to cover a transaction. Your Available Balance is different from your Balance. Your Available Balance is your Balance less any items on hold (such as check deposits on which the hold has not yet been released) and less any debit card point-of-sale transactions that are on hold in your account.

You can help to avoid overdraft fees by checking your Available Balance prior to performing a transaction. Your Available Balance can be checked for free using MARTY, AnyTime Access Online Banking or Mobile Banking, all of which require an application to set up. You should keep your checkbook register updated and balance your checkbook. You can set up overdraft protection from a savings account by completing a form at the Credit Union. Overdraft Protection from a savings account costs less than an Overdraft or an NSF Fee. You can apply for a Checking Line of Credit to use for overdraft protection. A Checking Line of credit is a loan and you must meet the Credit Union’s underwriting guidelines to be approved for a Checking Line of Credit. You will be charged interest on any balances in your Checking Line of Credit.

16. POSTDATED AND STALEDATED DRAFTS — You agree not to issue any check or draft that is postdated. If you do issue a check or draft that is payable on a future date and we pay it before that date, you agree that we shall have no liability to you for payment. You agree not to deposit checks, drafts, or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account that is presented more than six (6) months past its date.

17. STOP PAYMENT ORDERS —

a. Stop Payment Order Request. Any owner may request a stop payment order on any check or draft drawn on the owner’s account. To be binding the order must be in writing, dated, signed, and must accurately describe the check or draft including the exact account number, check or draft number and the exact amount of the check or draft. This exact information is necessary for the credit union’s computer to identify the check or draft. If we receive incorrect or incomplete information, we will not be responsible for failing to stop payment on the check or draft. In addition, we must receive sufficient advance notice of the stop payment order to allow us a reasonable opportunity for us to act on it. If we recredit your account after paying a check or draft over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to assign to us all of your rights against the payee or other holders of the check or draft and to assist us in any legal action.

b. Duration of Order. You may make an oral stop payment order which will lapse within fourteen (14) calendar days unless confirmed in writing within that time. Stop payment orders are effective for six (6) months and may be renewed in additional six (6) month periods by requesting in writing that the stop payment order be renewed within the period which the stop payment order is in effect. We are not required to notify you when a stop payment order expires.

Stop payment orders may be indefinite. You understand that if you place a stop payment on a specific check number and you then write another check using the same check number in the future, then we would not pay the second check with the same number as a check with a stop payment. You understand that this is a potential issue and you will instruct us to pay a check with a check number for which a stop payment order has been previously issued and failure to do so relieves us of responsibility.

A stop payment placed using online banking will be considered a written order for stop payment.

c. Liability. Fees for stop payment orders are set forth in the Truth-in-Savings Disclosure. You may not stop payment on any certified check, cashier’s check, teller’s check, or any other check, draft, or payment guaranteed by us. Although payment of an item may be stopped, you may remain liable to any item holder, including us. You agree to indemnify and hold the Credit Union harmless from all costs, including attorney’s fees, damages or claims related to our refusing payment of an item, including claims of any joint account owner, payee, or endorsee in failing to stop payment of an item as a result of incorrect information provided by you. Merchants have the ability to try and collect a check with a stop payment placed on it via ACH. We will not be liable for payment in this manner. You may place an ACH stop debit only on items that were previously withdrawn from your account via ACH. Closing your account is the only way to prevent the merchant, or their collection company, from using the ACH system to withdraw funds from your account.

18. CREDIT UNION LIABILITY — If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by law. We will not be liable if: (1) your account contains insufficient funds for the transaction; (2) circumstances beyond our control prevent the transaction; (3) your loss is caused by your or another financial institution’s negligence; or (4) your account funds are subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. We exercise ordinary care if our actions or non-actions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general financial institution practices followed in the area we serve. You grant us the right, in making payments of deposited funds, to rely exclusively on the form

of the account and the terms of this Agreement. Any conflict between what you or our employees may say or write will be resolved by reference to this Agreement.

19. CHECKS PRESENTED FOR PAYMENT IN PERSON — We may refuse to accept any draft drawn on your account that is presented for payment in person. Such refusal shall not constitute a wrongful dishonor of the draft and we shall have no liability for refusing payment. If we agree to pay a check that is presented for payment in person, we may require the presenter to pay a fee. Any applicable check cashing fees are stated in the fee schedules.

20. REMOTELY CREATED CHECKS — For purposes of this paragraph, “account” means a transaction account, credit account, and any other account on which checks (share drafts) may be drawn. A remotely created check is a check created by someone other than the person on whose account the check is drawn. A remotely created check is generally created by a third party payee as authorized by the owner of the account on which the check is drawn. Authorization is made over the telephone or through online communication. The owner of the account does not sign a remotely created check. In place of the owner’s signature, the remotely created check usually bears a statement that the owner authorized the check or bears the owner’s printed or typed name. If you authorize a third party to draw a remotely created check against your account, you may not later revoke your authorization. It is your responsibility to resolve any authorization issues directly with the third party. We are not required to credit your account, and may charge against your account any remotely created check for which the third party has proof of your authorization.

21. PLEDGE/STATUTORY LIEN — Unless prohibited by law, you pledge and grant as security for all obligations you may have now or in the future, except obligations secured by your principal residence, all shares and dividends and all deposits and interest, if any, in all accounts you have with us now and in the future. If you pledge a specific dollar amount in your account for a loan, we will freeze the funds in your account(s) to the extent of the outstanding balance of the loan or, if greater, the amount of the pledge if the loan is a revolving loan. Otherwise, funds in your pledged account(s) may be withdrawn unless you are in default. Federal or state law, depending upon whether we have a federal or state charter, gives us a lien on all shares and dividends and all deposits and interest, if any, in accounts you have with us now and in the future. Except as limited by state or federal law, the statutory lien gives us the right to apply the balance of all your accounts to any obligation on which you are in default. After you are in default, we may exercise our statutory lien rights without further notice to you.

Your pledge and our statutory lien rights will allow us to apply the funds in your account to what you owe when you are in default, except as limited by state or federal law. If we do not apply the funds in your account(s) to satisfy your obligation, we may place an administrative freeze on your account(s) in order to protect our statutory lien rights and may apply the funds in your account(s) to the amount you owe us at a later time. The statutory lien and your pledge do not apply to any Individual Retirement Account or any other account that would lose special tax treatment under state or federal law if given as security. By not enforcing our right to apply funds in your account to your obligations that are in default, we do not waive our right to enforce these rights at a later time.

22. LEGAL PROCESS — If any legal action is brought against your account, we may pay out funds according to the terms of the action or refuse any payout until the dispute is resolved. Any expenses or attorney fees we incur responding to legal process may be charged against your account without notice, unless prohibited by law. Any legal process against your account is subject to our lien and security interest.

23. ACCOUNT INFORMATION — Upon request, we will give you the name and address of each agency from which we obtain a credit report regarding your account. We agree not to disclose account information to third parties except when: (1) it is necessary to complete a transaction; (2) the third party seeks to verify the existence or condition of your account in accordance with applicable law; (3) such disclosure complies with the law or a government agency or court order; or (4) you give us written permission.

24. NOTICES —

- a. Name or Address Changes.** You are responsible for notifying us of any address or name change. The credit union is only required to attempt to communicate with you at the most recent address you have provided to us. Address change requests must be made in writing by either the primary member or joint owner. Name change requests will not be accepted without proper evidence documenting the name change. If we attempt to locate you, we may impose a service fee as set forth in the Truth-In-Savings Disclosure. The credit union may initiate an address change if attempts to locate you yield a valid address.
- b. Notice of Amendments.** Except as prohibited by applicable law, we may change the terms of this Agreement. We will notify you of any changes in terms, rates, or fees as required by law. We reserve the right to waive any term in this Agreement. Any such waiver shall not affect our right to future enforcement.
- c. Effect of Notice.** Any written notice you give us is effective when we receive it. Any written notice we give to you is effective when it is deposited in the U.S. mail, postage prepaid and addressed to you at your statement mailing address. Notice to any account owner is considered notice to all account owners.
- d. Electronic Notices.** If you have agreed to receive notices electronically, we may send you notices electronically and discontinue mailing paper notices to you until you notify us that you wish to reinstate receiving paper notices.

25. TAXPAYER IDENTIFICATION NUMBERS AND BACKUP WITHHOLDING — Your failure to furnish a correct Taxpayer Identification Number (TIN) or meet other requirements may result in backup withholding. If your account is subject to backup

withholding, we must withhold and pay to the Internal Revenue Service (IRS) a percentage of dividends, interest, and certain other payments. If you fail to provide your TIN, we may suspend opening your account.

26. STATEMENTS —

- a. Contents.** If we provide a periodic statement for your account, you will receive a periodic statement of transactions and activity on your account during the statement period as required by applicable law. If a periodic statement is provided, you agree that only one statement is necessary for joint accounts. For share draft or checking accounts, you understand and agree that your original draft, when paid, becomes property of the credit union and may not be returned to you, but copies may be retained by us or be payable through financial institutions and made available upon your request. You understand and agree that statements are made available to you on the date they are sent to you or become available to you to view via e-statements. You also understand and agree that drafts or copies thereof are made available to you on the date the statement is sent to you, even if the drafts do not accompany the statement.
- b. Examination.** You are responsible for promptly examining each statement upon receiving it or promptly upon it becoming available for you to view via e-statements and reporting any irregularities to us. If you fail to report any irregularities such as forged, altered, unauthorized, unsigned, or otherwise fraudulent items drawn on your account, erroneous payments or transactions, or other discrepancies reflected on your statement within thirty (30) days of the date we sent the statement to you, we will not be responsible for your loss. We also will not be liable for any items that are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature machine.
- c. Notice to Credit Union.** You agree that the credit union’s retention of drafts does not alter or waive your responsibility to examine your statements or the time limit for notifying us of any errors. The statement will be considered correct for all purposes and we will not be liable for any payment made or charged to your account unless you notify us in writing within the above time limit for notifying us of any errors. If you fail to receive a periodic statement, you agree to notify us within fourteen (14) days of the time you regularly receive a statement.
- d. e-Statements.** By applying to utilize e-statements, you understand and agree that you will receive your account statements by electronic means. You understand and agree that, you will no longer receive paper statements unless you request in writing to discontinue e-statements. You understand and agree that e-statements are considered delivered to you on the date they are first accessible. You understand and agree that by providing links on the credit union website which will provide you with statement disclosures, Privacy Notice Disclosure, and other disclosures required by law, you are considered to have received these disclosures and the credit union is relieved of any further obligation to separately mail these disclosures to you whether or not you choose to access the disclosures.

You must use your User ID and password along with your account number to access your e-statements. Giving any person your User ID and password will be your authorization for that person to access your e-statement. You are assuming the responsibility for any access obtained by any person to whom you give your User ID and password whether or not they are an official joint owner on any account/suffix.

There is a charge to obtain a copy of your statement from the credit union if you are signed up for e-statements. Please refer to the current Truth-In-Savings Disclosure for the amount of this fee. You should print and save your monthly statements just as you would a paper statement.

27. INACTIVE ACCOUNTS — If your account falls below any applicable minimum balance and you have not made any transactions over a period specified in the Truth-in-Savings Disclosure during which we have been unable to contact you by regular mail, we may classify your account as inactive or dormant. Unless prohibited by applicable law, we may charge a service fee as set forth in the Truth-in-Savings Disclosure for processing your inactive account. If we impose a fee, we will notify you, as required by law, at your last known address. You authorize us to transfer funds from another account of yours to cover any service fees, if applicable. To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

28. SPECIAL ACCOUNT INSTRUCTIONS — You may request that we facilitate certain trust, will, or court-ordered account arrangements. However, because we do not give legal advice, we cannot counsel you as to which account arrangement most appropriately meets the specific requirements of your trust, will, or court order. If you ask us to follow any instructions that we believe might expose us to claims, lawsuits, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require you to indemnify us or post a bond or provide us with other protection. Account changes requested by you, or any account owner, such as adding or closing an account or service, must be evidenced by a signed Signature Card or withdrawal slip and accepted by us.

All instructions to us in any manner shall be given in English; and any instructions given shall be given using simple numerical methods (e.g. to request one hundred dollars you

will use: “\$100”, “\$100.00” or the English equivalent: “One Hundred Dollars.”) We are not obligated to follow any other instructions.

29. TERMINATION OF ACCOUNT — We may terminate your account at any time without notice to you 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; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any checks or drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been any 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 an individual account by giving written notice. We reserve the right to require the consent of all owners to terminate a joint 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.

30. TERMINATION OF MEMBERSHIP — You may terminate your membership by giving us written notice or by withdrawing your minimum required membership share, if any, and closing all your accounts. You may be denied services for causing a loss to the credit union or you may be expelled for any reason as allowed by applicable law.

We may terminate your account if you or any joint owners, beneficiaries, power of attorney, etc. conduct any activities that cause management to deem that keeping your account open poses any risk to the Credit Union.

31. UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL ACTIVITIES – You agree that you are not engaged in unlawful Internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful Internet gambling or other illegal activities. We may terminate your account relationship if you engage in unlawful Internet gambling or other illegal activities.

32. DEATH OF ACCOUNT OWNER — We may continue to honor all transfer orders, withdrawals, deposits and other transactions on an account until we are notified of a member's death. Once we are notified of a member's death, we may pay drafts or honor other payments or transfer orders authorized by the deceased member 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 account owner.

33. SEVERABILITY — If a court holds any portion of this Agreement to be invalid or unenforceable, the remainder of this Agreement shall not be invalid or unenforceable and will continue in full force and effect. All headings are intended for reference only and are not to be construed as part of the Agreement.

34. ENFORCEMENT — You are liable to us for any loss, cost or expense we incur resulting from your failure to follow this Agreement. You authorize us to deduct any such loss, costs or expenses from your account without prior notice to you. If we bring a legal action to collect any amount due under or to enforce this Agreement, we shall be entitled, subject to applicable law, to payment of reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions.

35. GOVERNING LAW — This Agreement is governed by the credit union's bylaws, 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. As 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.

36. NEGATIVE INFORMATION NOTICE — We may report information about your loan, share or deposit accounts to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit report.

37. MEMBER BEHAVIOR POLICY — You agree to abide by the Member Behavior Policy established by Central Maine Credit Union, which prohibits certain dangerous, harassing, or abusive conduct, which includes but is not limited to the following:

- Any type of harassment, including sexual, ethnic, or racial harassment.
- Making racial or ethnic slurs.
- Engaging in sexual conduct.
- Making sexual overtures, flirtations, or advances.
- Making graphic or degrading comments about individuals or their appearance.
- Displaying sexually suggestive objects or pictures.
- Engaging in offensive or abusive physical conduct.
- Threatening offensive or abusive physical conduct.
- Making false, vicious, or malicious statements about any credit union employee or the credit union and its services, operations, policies, practices, or management.
- Using profane, abusive, intimidating, or threatening language toward employees or fellow members.
- Attempting to coerce or interfere with credit union employees in the performance of their duties.
- Conducting any fraudulent, dishonest, or deceptive activity involving credit union employees or services.
- Posting, defacing, or removing notices or signs on credit union premises.
- Writing on credit union bulletin boards without management's authorization.
- Appropriation or misappropriation of credit union funds or property.
- Immoral conduct on credit union premises.

- Deliberate or repeated violations of security procedures.
- Possession, use, or being under the influence of drugs or alcoholic substances on credit union premises.
- Fighting or possession of weapons of any kind on credit union premises.

The following sanctions could be imposed upon you if you fail to adhere to this policy. If such sanctions are imposed, you agree to abide by them:

- Denial of all services other than the right to maintain a share account and the right to vote at annual and special meetings.
- Denial of services that involve personal conduct with credit union employees.
- Taking any other action deemed necessary under the circumstances that is not expressly precluded by the Federal Credit Union Act, National Credit Union Administration rules and regulations, or the credit union's bylaws.

38. RESOLUTION OF DISPUTES — In the event of any dispute, claim, question, or disagreement arising from or relating to this Membership and Account Agreement or the breach thereof (collectively, a “Dispute”), the parties hereto shall use their best efforts to settle the Dispute. To this effect, you, any affected party and the Credit Union shall consult and negotiate with each other in good faith and, recognizing the mutual interests of each, attempt to reach a just and equitable resolution satisfactory to all parties. If we do not reach such resolution within a period of 60 days commencing from the date the Dispute first came to the attention of both parties, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by binding arbitration administered by the American Arbitration Association in accordance with the provisions of its Consumer Arbitration Rules- Supplementary Procedures. Each party shall bear their own costs of arbitration and shall each pay an equal share of the arbitrator's fee. This provision shall not apply to collection activities initiated by the Credit Union.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

This Electronic Funds Transfer Agreement is the contract which covers your and our rights and responsibilities concerning the electronic funds transfer (“EFT”) services offered to you by Central Maine Credit Union (“Credit Union”). In this Agreement, the words “you” and “yours” mean those who sign the application or account card as applicants, joint owners, or any authorized users. The words “we,” “us,” and “our” mean the Credit Union. The word “account” means any one or more savings and checking accounts you have with the Credit Union. Electronic funds transfers are electronically initiated transfers of money from your account through the electronic funds transfer services described below. By signing an application or account card for EFT services, signing your Card, or using any service, each of you, jointly and severally, agree to the terms and conditions in this Agreement and any amendments for the EFT services offered. Central Maine Federal Credit Union will pull credit before possibly issuing a debit card.

All parties to joint share or checking accounts agree to be jointly and severally bound under this agreement. All cards shall be returned to us prior to the addition or deletion of a name from any account subject to this agreement.

1. EFT Services. If approved, you may conduct any one or more of the EFT services offered by the Credit Union.

Debit Card. You may use your Card to purchase goods and services from participating merchants. However, you may not use your card to initiate any type of gambling transaction. If you wish to pay for goods or services over the Internet, you may be required to provide card member security information before you will be permitted to complete the transaction. You agree that you will not use your Card for any transaction that is illegal under applicable federal, state, or local law. Funds to cover your Card purchases will be deducted from your checking account. For one-time debit transactions, you must consent to the Credit Union's overdraft protection plan in order for the transaction amount to be covered under the plan. Without your consent, the Credit Union may not authorize and pay an overdraft resulting from these types of transactions. Services and fees for overdrafts are shown in the document the Credit Union uses to capture the member's opt-in choice for overdraft protection and the Schedule of Fees and Charges.

For other types of transactions, if the balance in your account is not sufficient to pay the transaction amount, the Credit Union may pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts, or loan accounts that you have established with the Credit Union. If you initiate a transaction that overdraws your account, you agree to make immediate payment of any overdrafts together with any service charges to the Credit Union. In the event of repeated overdrafts, the Credit Union may terminate all services under this Agreement. You may use your Card and PIN (Personal Identification Number) in automated teller machines of the Credit ACCEL or facilities as the Credit Union may designate. In addition, you may use your card without a PIN for certain transactions on the Visa and NYCE networks. However, provisions of this Agreement relating to Visa transactions do not apply to transactions processed through non-Visa networks.

To initiate a Visa Debit transaction, you may sign a receipt, provide a card number or swipe your card through a point-of-sale (POS) terminal and choose to route the transaction over a Visa network. Please refer to the Member Liability section of this Agreement for terms and conditions. In addition, you may use your card without a

PIN for certain transactions on the Visa, NYCE networks. However, provisions of this Agreement relating to Visa transactions do not apply to transactions processed through non-Visa networks. Please refer to the Member Liability section of this Agreement for terms and conditions. At the present time, you may also use your Card to:

- Make deposits to your savings and checking accounts (must be statement accounts).
- Withdraw funds from your savings and checking accounts.
- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings and checking accounts.
- Make POS (Point-of-Sale) transactions with your Card and PIN (Personal Identification Number) to purchase goods or services at merchants that accept Visa Debit.
- Order goods or services by mail, telephone or Internet from places that accept Visa.

a. Personal Identification Number (PIN) will be your "remote banking signature", and you are responsible for maintaining its confidentiality. The PIN should be memorized and not written, in order to prevent unauthorized use and so you may report its loss or theft accurately.

The following limitations on the frequency and amount of Debit Card transactions may apply:

- For security purposes, there are limits on the frequency and dollar amount of daily purchases and withdrawals. We will notify you of the limitations that apply to your card.
- You may request deposit capabilities once your account has been open for at least 90 days.
- For the protection of our members, we have limited the amount of transactions to 5 ATM transactions and 25 point-of sale transactions within a 24 hour period. (4 p.m. to 4 p.m.).

b. MARTY (Audio Response). If we approve the MARTY audio response access service for your accounts, a separate PIN (Personal Identification Number) will be assigned to you. You must use your PIN (Personal Identification Number) along with your account number to access your accounts. At the present time you may use the audio response access service to:

- Transfer funds from your savings and checking accounts.
- Obtain balance information for your savings, checking, club, and loan accounts.
- Make loan payments from your savings and checking accounts.
- Determine if a particular item has cleared.
- Obtain tax information on amounts earned on savings and checking accounts or interest paid on loan accounts.
- Verify the last date and amount of your payroll deposit.

Your accounts can be accessed under the MARTY audio response service via a touch tone telephone only. MARTY service will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for data processing upgrades or due to communication issues.

The Credit Union reserves the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. The Credit Union may set other limits on the amount of any transaction, and you will be notified of those limits. The Credit Union may refuse to honor any transaction for which you do not have sufficient available verified funds. The service will discontinue if no transaction is entered after numerous unsuccessful attempts to enter a transaction, and there may be limits on the duration of each telephone call.

c. Preauthorized EFTs.

- Direct Deposit. Upon instruction of (i) your employer or (ii) the Treasury Department or (iii) other financial institutions, the Credit Union will accept direct deposits of your paycheck or of federal recurring payments, such as Social Security, to your statement savings or checking account.
- Preauthorized Debits. Upon instruction, we will pay certain recurring transactions from your statement savings and checking account.
- Stop Payment Rights. If you have arranged in advance to make regular electronic funds transfers out of your account(s) for money you owe others, you may stop payment of preauthorized transfers from your account. You must notify us orally or in writing at any time up to three (3) business days before the scheduled date of the transfer.

We may require written confirmation of the stop payment order to be made within fourteen (14) days of any oral notification. If we do not receive the written confirmation, the oral stop payment order shall cease to be binding fourteen (14) days after it has been made. A stop payment request for preauthorized Electronic Funds Transfers will apply to all subsequent transfers, unless you withdraw the request.

- Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay is required to tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.
- Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop payment of a preauthorized transfer three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

- Point of Sale Holds With a Debit Card. If you have a debit card hold due to a signature or customer not present transaction, you may see the hold amount taken from your available balance in your checking account and moved to your account balance amount in your checking account. The hold may remain on the account until the purchase comes in to clear and matches an authorization hold or for 3 days if no authorization match comes through. An authorization may not match if merchant sends through a charge for a different amount than original authorization amount or if the transaction date is different from the original authorization date. The funds in your account balance cannot be spent because they are being held for pending authorizations to clear. New transactions done with your debit card may approve from the available balance in your account. If you have consented to the overdraft protection plan and fees, transactions may approve from your overdraft protection if the funds are not available in your checking account. If the transaction is approved from the overdraft protection, the funds may transfer to your checking account along with a fee when the authorization comes in to clear even if you now have the funds available in your checking account.

d. Electronic Check Conversion/Electronic Returned Check Fees. If you pay for purchases or bills with a check or share draft, you may authorize your check or share draft to be converted to an electronic funds transfer. You may also authorize merchants or other payees to electronically debit your account for returned check fees. You are considered to have authorized these electronic funds transfers if you complete the transaction after being told (orally or by a notice posted or sent to you) that the transfer may be processed electronically or if you sign a written authorization.

e. Any Time Access Electronic/PC EFTs. If we approve the Any Time Access/Electronic PC access service for your accounts, a separate User ID and password will be assigned to you. You must use your User ID and password to access your accounts. Giving any person your User ID and password will be your authorization for that person to access your account. At the present time, you may use Any Time Access to:

- Transfer funds from your savings and checking accounts.
- Obtain balance information from your savings, checking and loan accounts.
- Make loan payments from your savings and checking accounts.
- Access your Line of Credit account.
- Make Visa payments from your savings and checking accounts.
- Obtain check images.
- Access and print e-statements.

Your accounts can be accessed under the Any Time Access/Electronic PC access service via personal computer. Any Time Access will be available for your convenience twenty-four (24) hours per day. This service may be interrupted for data processing upgrades or due to communication issues. There will also be periods of system inaccessibility due to maintenance or situations out of our control (e.g. power outages, data line communication, vendor problems, etc.). We reserve the right to refuse any transaction, which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase required reserve on the account. We may set other limits on the amount of any transaction and you will be notified of these limits. We may refuse to honor any transaction for which you do not have sufficient available, verified funds. The service will discontinue if no transaction is entered after numerous attempts to enter a transaction, and there may be limits on the duration of each access. We will terminate your connection to Any Time Access, without notification to you, after ninety (90) days of non-use.

f. Bill Payer. We will process bill payment transfer requests only to those creditors the credit union has designated in the User Instructions and such creditors as you authorize and for whom the credit union has the proper vendor code number.

We will not process any bill payment transfer if the required transaction information is incomplete. We will withdraw the designated funds from your checking account for bill payment transfer by the designated cut-off time on the date you schedule for payment. You should schedule your payment to be withdrawn from your checking one week prior to the payment due date. You must allow sufficient time for vendors to process your payment after they receive a transfer from us. We cannot guarantee the time that any payment will be credited to your account by the vendor.

- There is no limit on the number of bill payments per day.
- The maximum amount of bill payments each day is \$5,000.00, if there are sufficient funds in your account.
- Limited to forty-five (45) payees.

2. Conditions of EFT Services.

a. Ownership of Cards. Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice. You cannot transfer your Card or account to another person. We reserve the right to lower daily limits any time. We reserve the right to temporarily or permanently block your card at our discretion.

b. Honoring the Card. Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your account in lieu of a cash refund.

c. Foreign Transactions. Purchases and cash withdrawals made in foreign currencies will be debited from your account in U.S. dollars. The exchange rate between the

transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from a range of rates available in wholesale currency markets for 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. The exchange rate used on the processing date may differ from the rate that would have been used on the purchase date or cardholder statement posting date.

A fee of 1% of the amount of the transaction, calculated in U.S. dollars, will be imposed on all foreign transactions, including purchases, cash withdrawals and credits to your account. A foreign transaction is any transaction that you complete or a merchant completes on your card outside of the U.S., Puerto Rico or the U.S. Virgin Islands.

Effective January 1, 2009, all foreign countries will be blocked from use with your Card. If you are traveling to a foreign country, we can set up your card in an exception file that will allow you to use your Card in that foreign country during your visit.

In order to use your card in a foreign country, you must contact our card services department before you leave the country. The foreign country blocks may also affect the use of your card for internet purchases, if the merchant is a foreign merchant. If your internet purchase is denied, you should contact the merchant to find out in which country they are based and then contact us to set up your card for temporary use in that country.

d. Security of Access Code. You may use one or more access codes with your electronic funds transfers. The access codes issued to you are for your security purposes. Any codes issued to you are confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized to sign on your accounts. If you authorize anyone to use your access codes, that authority shall continue until you specifically revoke such authority by notifying the Credit Union. You understand that any joint owner you authorize to use an access code may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these access codes and the Credit Union suffers a loss or if concerned that a loss may occur, we may terminate your EFT services immediately.

e. Joint Accounts. If any of your accounts accessed under this Agreement are joint accounts, all joint owners, including any authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all EFT transactions to or from any savings and checking or loan accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may and hereby is authorized by every other joint account owner to make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and the Credit Union may accept orders and instructions regarding any EFT transaction on any account from any joint account owner.

3. Fees and Charges. There are certain fees and charges for electronic funds transfer services. For a current listing of all applicable fees, see our current fee schedule that was provided to you at the time you applied for or requested these electronic services. From time to time, the charges may be changed. We will notify you of any changes as required by applicable law.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction. You may be charged a fee for a balance inquiry even if you do not complete a fund transfer. If the ATM does not display the SURF and CO-OP Logo, you will be charged by the ATM terminal owner or network, and by us. The ATM surcharge will be debited from your account if you elect to complete the transaction or continue with the balance inquiry.

4. Member Liability. You are responsible for all EFT transactions you authorize. If you permit someone else to use an EFT service, your Card or your access code, you are responsible for any transactions they authorize or conduct on any of your accounts.

Tell us AT ONCE if you believe your Card has been lost or stolen or if you believe someone has used your Card or access code or otherwise accessed your accounts without your authority or if you believe that an electronic fund transfer has been made without your permission using information from your check. 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 a transaction was made with your Card or Card number without your permission, and was either a Visa or Interlink transaction, you will have no liability for the transaction, unless you were grossly negligent in the handling of your account or Card. For all other EFT transactions, including ATM transactions or if you were grossly negligent in the handling of your account or Card, your liability for an unauthorized transaction is determined as follows.

If you tell us within two (2) business days, you can lose no more than \$50 if someone used your Card without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card, and we can prove we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost, after the sixty (60) days, if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we may extend the time periods. If you believe your Card has been lost

or stolen or that someone has transferred or may transfer money from your account without your permission, call:

(207) 783-1475
(800) 472-3272 (After Normal Business Hours) for Debit Card
Fax: (207) 777-1914

or write to: Central Maine Credit Union, PO Box 1746, Lewiston, ME 04241-1746

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

5. Right to Receive Documentation.

a. Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, Debit Card transactions, audio response transactions or preauthorized EFTs will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.

b. Terminal Receipt. You may or may not receive a receipt from an ATM. At some terminals you must request a receipt and at some terminals the machine will perform the transaction if no receipt paper is available. You may or may not be given a receipt at the time you make a POS transaction with a participating merchant.

c. Direct Deposit. If you have arranged to have a direct deposit made to your account at least once every sixty (60) days from the same source and you do not receive a receipt (such as a pay stub), you can find out whether or not the deposit has been made by calling (207) 783-1475. This does not apply to transactions occurring outside the United States.

6. Account Information Disclosure. We will disclose information to third parties about your account or the transfers you make:

- As necessary to complete transfers;
- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders; or
- If you give us your written permission.
- 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 our accounts for a third party, such as a credit bureau or merchant; (3) in order to comply with government agency or court orders; or (4) if we have your permission.

7. Business Days. Our business days are Monday through Thursday, 8:30a.m. to 5:00p.m. and Fridays 8:30a.m. to 6:00p.m., excluding state and federal holidays.

8. Credit Union Liability for Failure to Make 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 may be liable for your losses or damages. However, we will not be liable for direct or consequential damages in the following events:

- If, through no fault of ours, there is not enough money in your accounts to complete the transaction, if any funds in your accounts necessary to complete the transaction are held as uncollected funds pursuant to our Funds Availability Policy, or if the transaction involves a loan request exceeding your credit limit.
- If you used your Card or access code in an incorrect manner.
- If the ATM, where you are making the transfer, does not have enough cash.
- If the ATM was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood, power failure or system issues) prevent the transaction.
- If the money in your account is subject to legal process or other claim.
- If funds in your account are pledged as collateral or frozen because of a delinquent loan.
- If the error was caused by a system of any participating ATM network.
- If the electronic transfer is not completed as a result of your willful or negligent use of your Card, access code, or any EFT facility for making such transfers.
- If the telephone or computer equipment you use to conduct audio response or electronic/PC transactions is not working properly and you know or should have known about the breakdown when you started the transaction.
- Any other exceptions as established by the Credit Union.
- If we have reason to believe that transactions involving your account may be unauthorized, fraudulent, illegal or otherwise improper.

9. Notices. All notices from us will be effective when we have mailed them or delivered them to your last known address in the Credit Union's records. Notices from you will be effective when received by the Credit Union at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change for which notification is required by law. Use of this service is subject to existing regulations governing the Credit Union account and any future changes to those regulations.

The following information is a list of safety precautions regarding the use of Automated Teller Machines (ATM) and Night Deposit Facilities.

- Be aware of your surroundings, particularly at night.
- Consider having someone accompany you when the ATM or night deposit facility is used after dark.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at the ATM or night deposit facility. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at the ATM or night deposit facility, consider using another ATM or night deposit facility or coming back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your Card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Do not write your personal identification number or code on your ATM Card.
- Report all crimes to law enforcement officials immediately.

10. Billing Errors. In case of errors or questions about electronic funds transfers from your savings and checking accounts or if you need more information about a transfer on the statement or receipt, telephone us at the following number or send us a written notice to the following address as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem appears. However, for electronic funds transfer entries initiated by the Automated Clearing House (ACH) network, we must hear from you no later than sixty (60) days after the settlement date of the item, in accordance with NACHA operating rules and regulations. Call us at 207-783-1475, fax us at 207-777-1914 or write to:

Central Maine Credit Union
PO Box 1746
Lewiston, ME 04241-1746

- Tell us your name and account number.
- Describe the electronic transfer you are unsure about, and explain as clearly as you can why you believe the Credit Union has made an error or why you need more information.
- 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 ten (10) business days.

We will tell you 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)** days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (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 ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days of 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.

* If you give notice of an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days.

** If you give notice of an error within thirty (30) days after you make the first deposit to your account, notice of an error involving a point of sale transaction, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate.

11. Termination of EFT Services. You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your Card and any access code. You must return all Cards to the Credit Union. You also agree to notify any participating merchants that authority to make bill payment transfers has been revoked. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate this Agreement, we may notify any participating merchants making preauthorized debits or credits to any of your accounts that this Agreement has been terminated and that we will not accept any further preauthorized transaction instructions. We may elect not to renew your Card due to the lack of use and are under no obligation to notify you of this decision. We may also program our computer not to accept your Card or access code for any EFT service. Whether you or the Credit Union terminates this Agreement, the termination shall not affect your obligations under this Agreement for any EFTs made prior to termination.

12. Governing Law. This Agreement is governed by the Bylaws of the Credit Union, federal laws and regulations, the laws and regulations of the State of Maine and local clearinghouse rules, as amended from time to time. Any disputes regarding this Agreement shall be subject to the jurisdiction of the court of the county in which the Credit Union is located.

13. Enforcement. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal,

bankruptcy proceedings, and any post judgment collection actions, if applicable. If there is a lawsuit, you agree that it may be filed and heard in the county and state in which the Credit Union is located, if allowed by applicable law.

FUNDS AVAILABILITY POLICY DISCLOSURE

This Disclosure describes your ability to withdraw funds at Central Maine Credit Union.

1. General Policy. Our policy is to make funds from your cash and check deposits to transaction accounts 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 federal holidays. If you make a deposit before 5:00 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 5:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

2. 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, the first \$200.00 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.

3. 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.

4. Longer Delays May Apply. We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer 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.

The Credit Union is under no obligation to accept any check and may, in some cases, accept a check on a hold for collection basis.

5. Special Rules for New Accounts. If you are a new member, the following special rules will apply during the first thirty (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, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, 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 ninth 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 be available on the seventh business day after the day of your deposit.

6. Deposits at Nonproprietary ATMs. Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will be available by the fifth business day after the date of your deposit. This rule does not apply at ATMs that we own or operate. We will place a 2-day hold on ATM deposits (cash or check) made at ATMs that we own or operate. The day of the deposit, \$200 will be available. Multiple ATM deposits in a single day are treated as a single ATM deposit with only the first \$200 of the first deposit being available the day of the deposit. The remainder of the deposit will be available on the second business day. All ATMs that we own or operate are identified as our machines.

7. Foreign Checks. Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn.