

## MIDCOAST FCU PRIVACY POLICY

Midcoast Federal Credit Union is committed to protecting the privacy of each Member's financial information consistent with state and federal laws. Midcoast Federal Credit Union will take prudent and reasonable measures to safeguard the accuracy and privacy of Member information, including but not limited to information used while conducting business with the Credit Union in person, via the Internet, over ATM networks, wire services, telephone, the U.S. Mail and other means of communication. Midcoast Federal Credit Union collects and maintains information about our Members only as we deem necessary for business purposes.

Midcoast Federal Credit Union's bylaws require that the Credit Union's officers, directors, members of committees and employees hold in confidence all transactions of the Credit Union with its Members and all information respecting its Member's personal affairs, except where otherwise required or as permitted by state and federal law.

We may provide information to affiliates and third-party vendors or partners for the purpose of providing competitive products and services to our Members. In those cases where we disclose information to third parties, we require that those third parties use it for no purposes other than providing those services to our Members.

We do not sell or otherwise provide Member information to third parties that do not have a business relationship with the Credit Union. We will inform our Members as required by NCUA Regulations how to exercise their choice to keep their information from being provided to third parties and we will take all reasonable steps to ensure that Members' choices are honored.

Midcoast Federal Credit Union maintains strong security controls to ensure the security and confidentiality of our Members' information, to protect against unauthorized access to or use of this information.

If you have any questions regarding this Privacy Policy, you may contact us by e-mail at [info@midcoastfcu.me](mailto:info@midcoastfcu.me), by mail at 831 Middle Street, Bath, Maine 04530, or by telephone at (207) 443-5531.

### FAIR AND ACCURATE CREDIT TRANSACTIONS ACT NOTICE

We may report information about your account to credit bureaus. Late or missed payments, or other defaults, may be reflected in your credit report.



831 Middle Street, Bath, Maine  
(207) 443-5531

6 Station Avenue, Brunswick, Maine  
(207) 729-8737

US Rt. 1, Edgecomb, Maine  
(207) 882-7919

209 New County Road, Thomaston, Maine  
(207) 594-7775

[www.midcoastfcu.me](http://www.midcoastfcu.me)

E-mail: [info@midcoastfcu.me](mailto:info@midcoastfcu.me)

Toll Free  
(877) 964-3262



Federally Insured by NCUA



## Membership Agreement & Disclosure



[www.midcoastfcu.me](http://www.midcoastfcu.me)

## MEMBERSHIP AGREEMENT AND DISCLOSURES

"You" and "Your" shall mean the member who owns the account at the credit union, as well as any other owner of the account. 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 non-profit and exists only to serve you, not to make money. 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. 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.

**GENERAL TERMS.** 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. The Credit Union reserves the right to change any and all terms and conditions of any of them. 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 membership card, share certificate, or other documents evidencing the account. To the extent that there are different terms or terms which are not included in this Agreement or in those documents, such terms supersede this Agreement.

**PRIVILEGES OF CREDIT UNION MEMBERSHIP.** Credit Union Membership carries with it many privileges, including check cashing ability; the ability to open accounts other than ordinary share accounts, such as share draft 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.

**The USA PATRIOT Act.** The USA PATRIOT Act obligates all persons seeking to open an account to fully comply with the identity verification requirements of the Bank Security Act, as amended from time to time. TRANSACTIONS TO/FROM ANY ACCOUNTS MAY BE LIMITED UNTIL IDENTIFICATION OF ALL APPLICABLE PERSONS IS COMPLETED.

**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 of the account.

- 1. 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.
- 2. Joint Accounts.** Any 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 at any time without 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. Any person named as a joint owner of your regular share account will also be a joint owner of all your accounts at your credit union, except for share draft (checking) accounts, IRA and Money Market accounts.

- 3. 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. Any person named as a payable on death beneficiary of your regular share account will also be a payable on death beneficiary of all your other accounts at your credit union, except for share draft (checking) accounts, Money Market accounts and IRA accounts.
- 4. Non-Consumer Organizational Accounts.** The above are account types of "consumers," i.e., individuals who hold accounts for personal, family, and household purposes. Non-consumer accounts may be opened by members and may include accounts owned by members that are organizations. The funds in an organizational account are owned by a coporation, 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. If the organization does not qualify for membership, it can be a joint owner of the account with an individual member.

**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.

**ACCOUNT CLOSING.** Your regular credit union share account cannot be closed until all amounts you owe your credit union are paid in full and all other accounts that you have with your credit union are closed.

**ENDORSEMENTS.** All check/share draft endorsements must be made in the first one and one-half inches of the trailing edge of the back of the check/share draft. 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 or share drafts 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. Certain retirement accounts such as IRAs and Keoghs are insured separately up to \$250,000. Copies of the NCUA brochure "Your Insured Funds" are available at each branch office and main office of the Credit Union and are also 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.

**SUBSTITUTE CHECKS.** You acknowledge and agree that we may refuse to pay any check, including a substitute check as that term is defined under 12 CFR Part 229.2 (aaa), that we have already paid. You also agree to indemnify and hold us harmless from and against any claim for damages or breach of any substitute check warranty which is asserted against us by any third party on account of any check drawn on your account or for which you receive payment.

## 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.

- 1. Security Procedure.** Your instructions specifying the terms and conditions of funds transfers shall be verified according to your credit union's security procedure. In the event that you decline to accept the security procedure recommended by your credit union, you agree that any security procedure you select is commercially reasonable. You further agree that you shall be bound by any instruction, whether or not authorized, which is issued in your name and accepted by your credit union in compliance with the security procedure.

- 2. 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 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.

- 3. 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.

- 4. 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 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.

- 5. 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 dividend rate paid on the account to which a funds transfer is deposited or from which the transfer should have occurred.

- 6. 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.

## REGULATION CC: FUNDS AVAILABILITY DISCLOSURES

Important information on deposits, holds, and withdrawals

### YOUR ABILITY TO WITHDRAW FUNDS AT YOUR CREDIT UNION

**YOUR ABILITY TO WITHDRAW FUNDS AT MIDCOAST FEDERAL CREDIT UNION.** Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. However, funds from 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/or 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 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 closed for business or in a night depository, we will consider that the deposit was made on the next business day we are open.

**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 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 first 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 business day after we receive your deposit. If you 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 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.

**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.

**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 days' total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the seventh 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 the credit union's employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from deposits of checks drawn on Midcoast Federal Credit Union will be available on the same business day as the day of your deposit.

Funds from all other check deposits will be available not later than the 7th business day after the day of your deposit.

## SHARE DRAFT, ATM & iTALK AGREEMENT

### WITH LIMITED OVERDRAFT PROVISIONS

Your Credit Union agrees:

- To pay share drafts signed by you (or any of you, if this agreement is signed by more than one person) and charge the payments against the Share Draft Account;
- To honor Automatic Teller Machine (ATM) transactions and to charge the payments against the Share Draft Account.
- To honor iTalk, (Audio Response) transactions and to charge the payments against the Share Draft Account.

You and any other joint owner agree that:

- only share draft blanks, properly issued ATM cards, or authorized iTalk transactions, and any other method approved by the credit union may be used to withdraw or access funds from the Share Draft Account;

- the credit union is under no obligation to pay a share draft or honor an ATM transaction or an iTalk transaction which exceeds the balance in the Share Draft Account; the Credit Union may, however, up to a maximum of six (6) times per calendar month, pay such a share draft, ATM transaction, or iTalk transaction and charge the amount of resulting overdrafts plus a service charge against any other share account from which the person who signed the share draft or authorized the transaction is entitled to withdraw shares, including but not limited to the person's interest in jointly owned accounts, certificates, and club accounts. The credit union is under no obligation to pay a share draft on which the date is more than six (6) months old;
- transactions may not be processed in the order in which they occur. The order in which transactions are received and processed may impact the total amount of fees incurred by the member.
- except for negligence, the credit union is not liable for any action it takes regarding the payment or non-payment of a share draft or the failure to honor an ATM or iTalk transaction;
- notwithstanding Paragraph (d) above, the credit union shall not be liable to any party for any losses or damages which may result from premature processing of "post-dated" Share Drafts;
- any objection respecting any item shown on a monthly statement of the Share Draft Account shall be waived unless made in writing to the credit union on or before the 30th day following the day the statement is mailed;
- all non-cash payments received on shares in the Share Draft Account or at any ATM location will be credited subject to final payment;
- the Share Draft Account shall be subject to service charges in accordance with the rate schedules adopted by the credit union from time to time;
- the use of the Share Draft Account, ATM Card, and iTalk is subject to such other terms, conditions, and requirements as the credit union may establish from time to time;
- this agreement is subject to the additional terms and conditions of any joint share account agreement that applies to a share account in the names of the joint owners of this share draft account; or if there is no such agreement, this agreement is subject to the additional terms and conditions printed below;

Utilizing iTalk, you may use your PIN to transfer funds from your share, share draft, or club account to any account on which you are an owner or joint owner.

This agreement is subject to the additional terms and conditions of any joint share account agreement that applies to a share account in the names of the joint owners of this Share Draft Account; or, if there is no such agreement, this agreement is subject to the additional terms and conditions printed below.

### ADDITIONAL TERMS AND CONDITIONS (JOINT SHARE DRAFT ACCOUNT AGREEMENT)

The credit union is hereby authorized to recognize any of your signatures in the payment of funds or the transaction 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 survivorship, and be subject to the withdrawal or receipt of any of them, and payment to any of them or the survivor or survivors shall be valid and discharge the credit union from any liability for such payment.

Any or all of said joint owners may pledge all or any part of the shares in this account as collateral security to a loan or loans.

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.

\*Note: These Additional Terms and Conditions apply only if there is no joint share account agreement that applies to a share account in the names of the joint owners of the Share Draft Account.

**NOTIFICATION PROCEDURE.** If you believe that your card, P.I.N. or other information which could provide electronic access to your account has been LOST or STOLEN, or that someone has transferred or may transfer money from your account without permission, call us at the number shown on the back panel this Agreement, or write us at the address given on the back panel of this Agreement.

**BUSINESS DAYS.** Our business days are Monday and Tuesday 8:00 a.m. to 4:30 p.m., Wednesday 9:00 a.m. to 4:30 p.m. Thursday and Friday 8:00 a.m. to 4:30 p.m., Saturday 9:00 a.m. to 12:00 noon, excluding state and federal holidays.

**TYPES OF TRANSACTIONS AVAILABLE.** You may use your card to withdraw from or make deposits to your share or share draft accounts, and perform such other financial transactions as we may from time to time permit during the business hours of any remote financial facility. You may also pay for purchases at places that have agreed to accept your card (called Point-of-Sale purchases). If you are an iTalk user, you may use your P.I.N. to make withdrawals from your share, club accounts, to transfer between your share and share draft accounts, to make a payment on a loan with us, and to inquire about your account balance, last share withdrawal, interest, dividends, last draft deposit, last share deposit, last transaction, loan inquiry, draft number inquiry, and certificate inquiry. You may also request a loan payoff status and make other types of electronic funds transfers, such as direct deposit, payroll deduction and automatic payments. If a withdrawal is requested, a check in the amount of the withdrawal will be mailed to the same address that we mail your statements.

**LIMITATION ON FREQUENCY AND AMOUNT OF TRANSACTIONS.** For your protection we have limited the amount of each withdrawal from an account to \$300.00 per day at a remote banking facility. You may buy up to \$1500.00 worth of goods or services each day in our Point-of-Sale transfer service.

**DELAYS IN POSTING TRANSACTIONS.** Due to the nature of the "ATM" 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).

**CHARGE FOR ORIGINATING SHARES AND REMOTE BANKING TRANSACTION.** A transaction resulting in a withdrawal from your share draft account using the CU24 Visa Check Card or your P.I.N. or other information which could provide electronic access to your account is considered the same as any other share draft in regard to our service charge formulas. The type of account determines if and when a charge will be assessed. Current charges are set forth on the rate and fee schedule you receive with this Agreement.

**FEES.** If you use an ATM or other electronic terminal that we do not own, you may be charged a fee by the terminal owner and any national, regional or local network used in processing the transaction. Any such fee(s) will be debited from your account if you elect to complete the transaction.

**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 accounts 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.

**DOCUMENTATION OF TRANSFER AND TRANSACTION.** You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or Visa debit Point-of-Sale (POS) terminal. You will also receive on a monthly basis a statement of your account activity.

**OVERDRAFTS.** If any withdrawal(s) creates a negative balance in your account, you agree to repay to us the amount of such overdraft, including customary and usual overdraft charges in the same manner as any other overdraft on your account. This includes Member Privilege fees.

**CANCELLATION.** Your card and P.I.N. remain our property. Immediate surrender of either may be required by us at any time. We may cancel the card, P.I.N. and/ or all electronic funds transfer privileges at any time without notice or cause. Any cancellation or termination does 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 transfer would go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the break down when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If we have reason to believe that transactions involving your account may be unauthorized, fraudulent, illegal or otherwise improper.

We expressly disclaim all warranties that the components, including, but not limited to, cards and terminals, will function properly or be available for use.

**AGREEMENT MODIFICATION.** This part of the 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 or a member's account; however, we will notify you in writing twenty-one (21) days prior to the effective date of any other change in any term or condition of the Agreement or your account, if such change would result in greater cost liability for you or decreased access to your account.

**JOINT ACCOUNTS.** All parties to a joint share draft account each agree to be jointly and severally bound by this agreement. All cards must be returned to us prior to the addition or deletion of a name from any account subject to this Agreement. The P.I.N. may provide access to accounts owned by the primary member. Joint owners may have access to all of the primary member's accounts at the credit union, including accounts owned singly by the primary member or jointly by the primary member and other persons.

## ELECTRONIC FUNDS TRANSFERS AGREEMENT (EFT) INITIAL DISCLOSURE (No Access Device)

*This agreement covers ETFs made to or from your account without the use of a card or PIN.*

1. Merchants and other payees may be authorized to electronically debit your share draft or checking account using information you provide on or with a share draft or check. These debits are electronic funds transfers subject to this agreement.

**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.

2. Here are some of the types of EFTs available to you: Deposit of Employer payroll deduction, Deposit of Government payments and Pre-Authorized Debits. In addition, merchants and other payees may electronically debit your share draft or checking account using information you provide on or with a share draft or check. These debits are ETFs subject to this agreement.
3. For a Share, Savings or other account in which transfer limitations apply, no more than six (6) preauthorized, automatic, telephone transfers or transfers made by check, draft, or debit card may be made from these accounts to another of yours or to those of a third party in any month. If you exceed these limitations, your account may be subject to a fee or be closed.
4. 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 due to insufficient funds, account closure, etc. Refer to the Rate and Fee Schedule for current fees.
5. The business days of the credit union are: Monday and Tuesday: 8:00 a.m. to 4:30 p.m.; Wednesday 9:00 a.m. to 4:30 p.m.; Thursday and Friday: 8:00 a.m. to 4:30 p.m.; Saturday: 9:00 a.m. to 12:00 p.m.

EFTs, in most cases, will be posted to your account by the open of the normal business day (8:00 a.m.).

The following holidays are not business days:

<i>New Year's Day</i>	<i>Memorial Day</i>	<i>Veterans' Day</i>
<i>Martin Luther King Day</i>	<i>Independence Day</i>	<i>Thanksgiving Day</i>
<i>Presidents' Day</i>	<i>Labor Day</i>	<i>Christmas Day</i>
<i>Patriots' Day</i>	<i>Columbus Day</i>	

6. Here is a summary of your right to receive documentation of EFTs:  
**Periodic Statement:** You will receive a quarterly account statement on statement share accounts. You will receive a monthly account statement on share draft accounts. You will receive a monthly account statement on share accounts if any EFT or a Supervisory Committee Audit occurs during that month.

**Notice of Credits:** If you have arranged to have EFT deposits made to your account, you can call us at (207) 443-5531 to find out whether or not the deposit has been made.

7. Here is a summary of your right to stop payment and the procedure for doing so:

If you have told us in advance to make regular payments out of your account, you may stop any of these, simply call us at (207) 443-5531 or write us at 831 Middle Street, Bath, Maine 04530 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 for each stop payment order given. Refer to the Rate and Fee Schedule for current fees.

8. Here is a summary of 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 those transfers.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the transfer would go over the credit limit on your overdraft line.
- If we have reason to believe that transactions involving your account may be unauthorized, fraudulent, illegal, or otherwise improper.
- If the transfer would go over the credit limit or your overdraft line.
- If we have reason to believe that the transactions involving your account may be unauthorized, fraudulent, illegal or otherwise improper.

9. Here are the circumstances under which we will disclose information to third parties about your account or the transfers you make:

- When necessary for completing transfers.
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- In order to comply with government agency or court orders.
- If you give us written permission.
- Where permitted under applicable law.

## ACH FUNDS TRANSFERS

**THIS SECTION ADDRESSES NON-CONSUMER ACCOUNTS ONLY.** You may desire to receive an electronic transfer of funds into your account. Such transfers may be transmitted through the Automated Clearing House ("ACH") System. Your rights and responsibilities will be governed by Maine law, including Article 4A of the Uniform Commercial Code. Credit given by your credit union with respect to these transfers is provisional until the credit union receives final settlement through a Federal Reserve Bank or otherwise has received payment. If your credit union does not receive payment for a transfer, then the credit union is entitled to

a refund from you in the amount credited to you on a provisional basis, and the originator of the transfer will not be considered to have paid the amount of the entry to your account. Your credit union is not obligated by ACH rules to provide you with notice any time that it has received a transfer and made an entry to your account unless the credit union has otherwise agreed to do so.

### THIS SECTION APPLIES TO CONSUMER ACCOUNTS INVOLVING ELECTRONIC FUNDS TRANSFERS.

**Tell us at once** if you believe your card or PIN has been lost or stolen, 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 you tell us within 2 business days after you learn of the loss or theft of your card or PIN, you can lose no more than \$50 if someone used your card or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN 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, including those made by card, PIN, or other means, **tell us at once.** If you do not tell us within 60 days after the statement was mailed 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 extenuating circumstances (such as a long trip or a hospital stay) kept you from telling us, we will extend the time for reasonable periods.

Contact in the Event of Unauthorized Transfer. If you believe your card or PIN has been lost or stolen, call us at (207) 443-5531 or write us at 831 Middle Street, Bath, Maine 04530.

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

### Non-Visa PINLess Debit Card Transactions

We allow non-Visa debit transaction processing. This means you may use your Visa Check Card on a PIN-Debit Network (a non-Visa network) without using a PIN to authenticate your transactions. (Visa rules generally define a PIN-Debit Network as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.) The non-Visa debit network for which such transactions are allowed is ACCEL<sup>®</sup>.

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa Check Card include signing a receipt, providing a debit card number over the phone or via the Internet, or swiping the debit card through a point-of-sale terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to 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.

Please be advised that the terms and conditions of your agreement with us relating 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 program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.