

COMPREHENSIVE MEMBERSHIP AND ACCOUNT AGREEMENT WITH 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. "We" or "us" shall mean The County Federal Credit Union ("CFCU" or "Credit Union"). CFCU is unique in the financial world. It is a co-op, owned by you and your fellow members and operated in your common interest, not for profit and exists only to serve you, not to make money. As a credit union member, you own, operate, and control the 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 Membership Agreement. In addition, CFCU 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 Membership Agreement contains the terms and conditions governing your membership in and accounts offered by your credit union. By signing your Share Account Agreement, you accept and agree to be bound by the provisions as set forth in it, this Membership Agreement, the rate and fee disclosures applicable to your account(s) with CFCU, its 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 Membership Agreement are applicable to all types of accounts offered by the 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 other documents evidencing the account. To the extent that those documents contain different terms from, or terms that are not included in, this Membership Agreement, the terms in those documents supersede the terms contained herein.

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 the 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 CFCU, and thus to your fellow members, you will lose your privileges of CFCU membership.

Member Responsibilities and Contact Information – All members are responsible for keeping his/her contact information up to date; this includes, but is not limited to: physical and mailing address, phone numbers, and email address.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Business/Commercial Members Are Prohibited from Engaging in

Unlawful Internet Gambling—Unlawful Internet Gambling Enforcement Act Notice. Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in illegal or unlawful Internet gambling.

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. Under Maine law, upon your 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 provisions of the Probate Code.
- 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 other sub accounts of the regular share account at your credit union unless otherwise specified in writing. Exceptions to this rule include share draft checking, share certificates, premium savings, Coverdale ESA, Health Savings Account, and IRAs, which require separate signed agreements.
- 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 sub accounts of the regular share account unless otherwise specified in writing. Exceptions may include share draft (checking) accounts, IRA accounts and any other accounts that require a separate signed agreement.
- 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 corporation, trust (including a living trust), partnership, social club, sports team, etc. In order for the organization to be a credit union member,

eligibility requirements must be met in accordance with the credit union's charter or bylaws. If the organization does not qualify for membership, it can be a joint owner of the account with an individual member.

5. Inactive/Dormant Accounts. If your account falls below any applicable minimum balance or you have not had any activity for one year, we may classify your account(s) as inactive. An account is generally only considered dormant when an applicable state law requires such classification (i.e., dormant or abandoned). Although having no obligation to do so, we reserve the right to not classify a particular account as either inactive or dormant if any owner thereof has other active accounts or services with us. You may be charged fees as set forth in the Rate & Fee Schedule for inactivity, which is generally the failure to transact any business on an account for a period of after one year. Unless specifically prohibited by applicable law, we may also charge a service fee set forth on the Rate and Fee Schedule for processing your dormant account ("Inactivity Fee"). You authorize us to transfer funds from another account of yours to cover any such fees. Unless prohibited by applicable law, we further reserve the right to transfer your dormant account funds to a general Credit Union account 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 applicable 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.

Lien on Shares. A lien will be impressed on all of your credit union shares, share dividends, share draft and certificate of deposit accounts (Individual Retirement Accounts are not included) 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 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.

Funds Availability Disclosures - Important information on deposits, holds, and withdrawals

YOUR ABILITY TO WITHDRAW FUNDS AT YOUR CREDIT UNION

General Policy. Our policy is to make funds from your cash and check deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Sundays, and state and federal holidays. If you make a deposit 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 4:00 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.

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 may be available immediately. 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.

Holds on Other Funds. If we cash a share draft or 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.

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 deposited will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You re-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.

Deposits at Automated Teller Machines. Funds from any deposits, whether cash, share drafts, or checks, made at automated teller machines (ATMs) which your credit union does not own or operate will not be available until the second business day after the day of your deposit. A credit union owned ATM is indicated by the name displayed on the welcome screen. Funds from any deposits, whether cash, share drafts, or checks, made at automated teller machines (ATMs) which your credit union owns will be available on the next business day.

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 to you on the day we receive the deposit. Funds from deposits of cash, wire transfers and the first \$5,000 of a day's total deposit 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. The excess over \$5,000 will be available on the fifth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of 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 all other check or share draft deposits will be available on the ninth business day after the day of your deposit.

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.

Share Draft Accounts (with Limited Overdraft Transfer Clause)

You and any other joint owner agree that:

- by signing the Share Account Agreement provided to you, you authorize us to establish a special share account for you to be known as a "share draft" or checking account. We are authorized to pay share drafts or checks, signed by you or any other joint owner of the account and to charge the payments against the share draft account.
- the credit union is under no obligation to pay a share draft 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 and charge the amount of resulting overdraft plus a service charge against any other share account from which the person who signed the share draft is entitled to withdraw shares; the credit union is under no obligation to pay a share draft on which the date is more than six 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;
- notwithstanding Paragraph (d) above, the credit union is not liable for any loss incurred or damage sustained due to the premature payment of a post-dated share draft;
- 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 thirtieth day following the day the statement is mailed;
- all non-cash payments received on shares in the share draft account will be credited subject to final payment;
- the share draft account shall be subject to service charges and fees in accordance with the rate and fee schedules adopted by the credit union from time to time;
- the use of the share draft account is subject to such other terms, conditions and requirements as the credit union may establish from time to time; and
- 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 as follows.

TRUTH-IN-SAVINGS ACCOUNT DISCLOSURE

Except as specifically described, the following disclosures apply to all of the above accounts.

- 1. Rate Information.** The Dividend Rate and Annual Percentage Yield on your accounts as of the last Dividend Declaration Date, are set forth in Rate and Fee Schedule. The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the dividend rate and frequency of compounding for a 365 day period. The Dividend Rate and Annual Percentage Yield may change quarterly as determined by the Credit Union's Board of Directors, except for Premium Savings Accounts which may change monthly.
- 2. Nature of Dividends.** Dividends are paid from current income and available earnings, after required transfers to reserves at the end of a dividend period.
- 3. Compounding and Crediting.** Dividends will be compounded and credited as set forth in the CFCU Fee and Rate Schedule. The Dividend Period for each account is set forth above. The Dividend Period begins on the first calendar day of each quarter and ends on the last calendar day of each quarter.
- 4. Accrual of Dividends.** Dividends will begin to accrue on cash deposits on the business day you make the deposit to your account. Dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account.
- 5. Balance Information.** The minimum balance required to open each account is set forth in the CFCU Fee and Rate Schedule. Minimum balances are calculated using the Average Daily Balance method. Dividends are also calculated using the Average Daily Balance method. The Average Daily Balance method is determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in that dividend period.
- 6. Account Limitations.** Limitations for each account are set forth in the CFCU Fee and Rate Schedule e. For a Share Savings Account or Money Market 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 account of yours or to a third party in any month. If you exceed these limitations, your account may be subject to a fee or be closed.

Points 7 and 8 pertain only to Share Certificates and Share Certificate IRA's:

- 7. Transaction Limitations.** After your account is opened, you may make withdrawals of dividends only without penalty.
- 8. Maturity.** Your account will mature within the term set forth in the Rate and Fee Schedule or the maturity date set forth on your Certificate or Maturity Notice. The Credit Union will give the owner at least 30 days notice prior to maturity.

Electronic Funds Transfers (EFT)

This EFT section includes the following subsections:

VISA® Check Card

Online Banking

Bill Payment

Telephone Banking ("iTalk")

ACH (Automated Clearinghouse) Transfers

Other EFT transactions (No Access Device)

VISA® Check Card

Electronic Funds Transfer and Cardholders Agreement ("Visa Agreement")

We are The County Federal Credit Union at 82 Bennett Drive, Caribou, Maine, and our telephone number is 1-877-318-3838 or 207-498-8756. You (if this is a joint account, singular pronouns shall include each of you) hereby agree to the rules and regulations affecting the issuance of the "VISA® Check Card" provided by us for your convenience.

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.

Authorized Use – Only you are qualified to deposit or withdraw funds to or from your account(s) with the use of the VISA® Check Card at participating merchant or financial institution locations or remote facilities, and positive identification may be requested by the participating merchant or financial institution prior to any transaction. You agree that you will not use or allow anyone else to use your card or PIN for any transaction that is illegal under applicable federal, state or local law.

Consumer Liability for Unauthorized 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.

If a VISA or Interlink transfer was made using your card or card number without your permission and was not caused by your gross negligence or fraud, you will have no liability for this unauthorized transfer. 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, you can lose no more than \$50 if someone used your card 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 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, code 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 a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

We are liable only for losses in excess of the limits stated.

Non-Visa PIN-Less 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 networks for which such transactions are allowed are NYCE® and ACCEL®. 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 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.

Visa/Cardholder Business Days – Our business days are Monday through Friday 8:30 a.m. to 4:30 p.m. excluding state and federal holidays.

Types of Transactions Available and Limits on Such Transactions – You may use your card to withdraw from or make deposits to your share or share draft account, 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).

Limitation on Frequency and Amount of Transactions – For the protection of our members, we have limited the amount of each withdrawal from an account to FIVE HUNDRED DOLLARS (\$500.00) per day at a remote banking facility. You may buy up to TWO HUNDRED DOLLARS (\$200.00) worth of goods or services each day in our Point-of-Sale (POS) transfer service if your card is only attached to your share account. If your card is attached to your share draft account, this amount is increased to THREE THOUSAND DOLLARS (\$3,000.00).

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 Transactions –

A transaction resulting in a withdrawal from your share and/or share draft account using the VISA® Check Card or your PIN or other information which could provide electronic access to your account is considered the same as any other type of share draft in regard to our service charge formulas. The type of account determines if and when a fee will be assessed. All transaction fees will be deducted from your share and/or share draft account. Please contact the credit union for current charges.

Fees – When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

Foreign Transactions– Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. A 1% International Transaction Fee will be assessed on all transactions where the merchant country differs from the country of the card issuer. The converted transaction amount will be shown separately from the International Transaction Fee on your account statement. This fee will be assessed on all international purchases, credit vouchers, and cash disbursements. Visa charges 0.8% for international transactions that do not involve currency conversions. The exchange rate for transactions in a foreign currency will be a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date. This rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date plus the 1% International Transaction Fee.

Visa assessed surcharge/access fee for ATM or manual cash disbursement transactions initiated outside of the U.S. region: Visa assesses a cash disbursement fee of 0.15% + US \$0.50 on international ATM transactions where a surcharge fee has been assessed. The 0.15% applies to the amount of cash disbursed and not the surcharge/access fee. In other words, if \$200 is disbursed and a \$3.00 surcharge fee is applied, the 0.15% will be based on the \$200.

Visa Cash Disbursement Transactions outside the U.S. region without an

Access/Surcharge Fee Assessed: If a surcharge fee is not assessed on a qualified Visa and Plus ATM international and regional cash disbursement transaction, the ATM cash disbursement fee will be assessed based on the location of the acquirer as follows: Asian Pacific, 0.52% + US \$0.65; Canada, US \$1.25; Central/Eastern Europe, Middle East, and Africa, 0.42% + US \$0.55; Europe, US \$1.50; Latin America and the Caribbean, 0.52% +US \$0.65.

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; or
- (4) if we have your permission.

Documentation of Transfer – 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.

Error Resolution: This Section Applies to Consumer Accounts – Telephone (1-877-318-3838) or write us AS SOON AS YOU CAN if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than sixty (60) days after we send you the FIRST statement on which the problem or error appeared. Provide the following information:

- (1) Your name and account number.
- (2) Describe the error or the transfer you are unsure about, and a clear explanation of why you believe it is an error, or why you need more information.
- (3) The dollar amount of the suspected error. If you tell us orally, we may require that you send 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. For new accounts, Point-of-Sale, or international transactions, we may take up to ninety (90) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (five (5) business days for Visa Check Card purchases) for the amount you think is in error, so you will have the use of the money during the time it takes to complete our investigation. For new accounts, we may take up to twenty (20) days to credit your account for the amount you think is in error. If we ask you to put your complaint or question in writing and 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 after we finish our investigation. We will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Overdrafts – If any withdrawal(s) create a negative balance in your account, you agree to repay to us the amount of the overdraft, including customary and usual overdraft charges in the same manner as any other overdraft on your account.

Cancellation – Your card and PIN remain our property and immediate surrender of either may be required by us at any time. We may cancel the card, PIN, and/or electronic fund transfer privileges at any time without notice or cause. Any cancellation or termination does not affect any of your existing liability to us.

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 breakdown 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.

Visa Agreement Modification – This Visa 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 change in any term or condition of the Visa Agreement or your account, if such change would result in an increase in fees, greater cost liability for you or decreased access to your account.

Joint Accounts – All parties to joint share or share draft account(s) agree to be jointly and severally bound by this Visa Agreement. All cards must be returned to us prior to the addition or deletion of a name from any account subject to this Visa Agreement. If you request, (1) you will be informed whether or not consumer reports were obtained; and (2) if reports were obtained, you will be informed of the names and addresses of the consumer reporting agencies (credit bureaus) that furnished the reports. The PIN 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.

Difference between "Debit" and "Credit" transactions – When you make purchases using your VISA® Check Card and the cashier is asking you "Debit or Credit", they are simply asking you how you would like the transaction to be processed. If you select the "ATM/Debit" option, the transaction is processed through the ATM network and you will be required to use your Personal Identification Number (PIN) to complete the transaction. The purchase is then deducted from your Share Draft (Checking) Account. If you select the "Credit" option, the transaction is automatically deducted from your Share Draft (Checking) Account. They are not billed to a credit card. So which option do you choose? It all depends on your preference. However, if you choose "Credit" and sign for the purchase it automatically helps your Credit Union and other members because Visa transactions are more efficient and less costly than ATM transactions. You can also do an unlimited number of "Credit" transactions each month free. And, if you were to ever dispute a charge, obtaining a copy of the receipt with your signature would help to identify whether or not it was actually you who made the purchase. So, the next time you are asked "Debit or Credit?" say "Credit" and see how simple your Visa Check Card is to use!

Online Banking

Online Banking Agreement and Disclosures - We are The County Federal Credit Union, referred to as "we", located at 82 Bennett Drive, Caribou, ME 04736 and our phone number is (207)-498-8756. "You" refers to the member-owner(s) of a savings account who has requested Online Banking in connection with that account and any sub-account. You agree to the rules and regulations affecting the use of the PIN/Access Code and Online Banking service provided by us for your convenience.

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

Authorized Use - You are authorized to withdraw, transfer and deposit funds from your account(s) with the use of your personal identification number.

Joint Accounts - The Online Banking PIN/Access Code is issued only to the first member named on a savings account and offers access to other accounts owned by that member. You should not disclose your PIN/Access Code to any joint account holder of your savings account. If you do, the Joint account holder will have access to all accounts at the Credit Union owned by you, either individually or jointly. You may transfer funds to the account(s) on which you are a joint owner; however, if you do so, you agree to provide a copy of this Online Banking Agreement to each owner of the account(s).

Consumer Liability for Unauthorized Online Account Access Transactions - Tell us AT ONCE if you believe your PERSONAL IDENTIFICATION NUMBER has been LOST or STOLEN. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit, if applicable. If you tell us within two (2) business days, you can lose no more than FIFTY DOLLARS (\$50.00) if someone used your PIN without permission.

If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your personal identification number and we can prove that we could have stopped someone from using your personal identification number without your permission if you had told us, you could lose as much as FIVE HUNDRED DOLLARS (\$500.00).

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty days (60) days after the statement was mailed to you, you may not get back any money you lost if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as long trip or hospital stay) kept you from telling us, we will extend the time periods. We are liable ONLY for losses in excess of the limits stated.

Notification Procedure - If you believe that your PIN has been LOST or STOLEN, or that someone has transferred, or may transfer, money from your account without permission, call us at 1-877-318-3838, or write us at the address given at the end of this Membership Agreement.

Business Hours - Lobby hours are Monday-Thursday 9:00A.M. To 4:00P.M., Friday 9:00A.M. To 6:00P.M., and Saturday 9:00A.M. To 12:00P.M. (*excluding holidays*).

Types of Transactions Available—You may use your PIN/access code with the Online Banking service to obtain account information related to any of your savings and loan accounts regarding current balances and account history; savings dividend rates; YTD and prior year dividends earned and interest paid on each account, and Certificate Maturity date(s). You may also make transfers to other savings or checking accounts of yours or such accounts you have authorized in writing prior to such transfer request, withdraw funds from savings and checking by check made payable to you and mailed to you at your mailing address, make loan payments from any savings or checking account to any loan account, apply for a loan or line of credit; order checks; and request stop payments on checks drawn on your account(s).

Transfers - You may make transfers to your accounts or other accounts you authorize as often as you like except for those accounts with transfer limitations as disclosed on the rate and fee schedule you received when you opened the account and any amendments to that schedule. You may transfer up to the balance in your account at the time of the transfer, except as limited under other agreements. We reserve the right to refuse any transaction that would draw upon insufficient funds or lower an account below a required balance.

Online Banking transactions - May be made available at any time, seven (7) days a week, unless the service is unavailable due to computer back-up procedures or maintenance.

Fees and Charges - Transactions involving your account(s) via Online Banking are considered the same as any other transaction in regard to service charges, overdrafts, and other fees, terms and conditions as set forth in your account agreement(s).

Documentation and Verification of Transfer - You will receive a monthly statement of your account activity unless no electronic transfers were made to or from your account(s) during the month, in which case you will receive a statement at least quarterly. Upon completion of a transaction that updates your account, you will receive a confirmation number. You should record this number with your request. You will not receive any other receipt or confirmation of a transaction.

Error Resolution—Telephone or write us at the number and address shown at the end of this Membership Agreement, as soon as you can, if you think your statement is wrong, or if you need more information about a transfer listed on the statement. We must hear from you NO LATER than sixty (60) days after we send you the first statement on which the problem or error appeared. Provide the following information:

- 1) Your name and account number
- 2) Describe the error or the transfer you are unsure about, and a clear explanation of why you believe it is an error, or why you need more information
- 3) the dollar amount of the suspected error

If you tell us orally, we may require that you send your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) 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. For international transactions, we may take up to ninety (90) days to investigate your complaint or question.

If we decide to do this, we will re-credit your account within ten (10) business days, five (5) business days for Visa Check Card, for the amount you think is in error, so you will have the use of the money during the time it takes to complete our investigation. For new accounts, we may take up to twenty (20) days to credit your account for the amount you think is in error. If we ask you to put your complaint or question in writing and do not receive it within ten (10) business days, we may not re-credit your account.

We will send you a written explanation within three (3) business days after we finish our investigation.
You may ask for copies of the documents that we used in our investigation.

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

Liability - If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- 1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- 2) If the Online Banking system was not working properly and you knew it was not working properly when you started the transfer
- 3) If circumstances beyond our control, (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

Modification - This Online Banking Agreement may be amended by us without prior notice to you when such an amendment is immediately necessary to maintain or restore the security of the system or a member's account(s). We will notify you in writing thirty (30) days or as otherwise required by law prior to the effective date of any other change in any term or condition of this Online Banking Agreement.

Bill Payment

THE COUNTY FEDERAL CREDIT UNION (CFCU) COUNTY BILL PAY AGREEMENT/DISCLOSURE

Please note that all references to "online bill payment" contained herein also includes "mobile bill

payment". "Mobile bill payment" is a service provided by The County Federal Credit Union to allow access to bill pay information through mobile devices, such as a smartphone or tablet. All terms and conditions that apply to the online or online bill pay service also applies to mobile bill payment service. CFCU offers members, with qualifying draft/checking account, free online bill payment. Member may activate their bill payment and begin paying bills immediately. If members activate bill payment and do not pay bills on-line for 60 consecutive days or more, a \$2.95 inactivity fee will be charged each month until the online bill payment service is used or cancelled. This is your bill paying Agreement with CFCU. You may use CFCU's County Bill Pay to direct CFCU to make payments from your designated checking account to the "Payees" you choose in accordance with this Agreement. The terms and conditions of this Agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account (The Account Rules). "You" or "Your" means each person who is authorized to use the service. "Payee" means anyone, including CFCU, you designate and CFCU accepts as a "Payee".

HOW TO SET UP PAYEES/PAYMENTS

- If you want to add a new "PAYEE", select the "Payee" tab located in your Bill Pay application or speak to a member service representative.
- You may add a new fixed payment to a "Payee" by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing to CFCU or by using the service.
- CFCU reserves the right to refuse the designation of a "Payee" for any reason.
- You may pay any "Payee" within the United States (including U.S. territories and APO's).
- CFCU is not responsible for payments that cannot be made due to incomplete, incorrect, or outdated information.

THE BILL PAYING PROCESS

Single Payments - a single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's process date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time, is currently 2:00 p.m. EST (Eastern Standard Time). A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's process date, the payment will be processed on the first business day following the designated process date.

Recurring Payments - When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date.
- If the recurring payment's "Pay After" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process date.
- Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.

SINGLE AND RECURRING PAYMENTS

The system will calculate the Estimated Arrival Date of your payment. This is only an estimate. Please allow ample time for your payments to reach your "Payees".

CANCELLING A PAYMENT

A bill payment can be changed or cancelled, any time prior to the cutoff time (2:00 p.m. EST) on the scheduled process date.

AVAILABLE FUNDS

You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have to CFCU.

- CFCU reserves the right, without liability, to reject or reverse a bill payment if you fail to comply with the above requirement or any other term of this Agreement.
- If you do not have sufficient funds in the account and CFCU has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand and any additional fees associated with the transaction(s).
- You further agree that CFCU, at its option, may charge any of your accounts with the CFCU to cover such payment obligations and any additional fees associated with the transaction(s). CFCU reserves the right to change the cut-off time. You will receive notice if it changes.

LIABILITY

- You are solely responsible for controlling the safekeeping of and access to your PIN, your username, password and any other unique identifiers that allow access to your accounts.
- You are liable for all transactions you make or that you authorize another person to make even if that person exceeds his or her authority.
- Any and all parties that have access to your assigned unique identifiers, such as your user name, password, PIN, etc. must have documented authorization to the accessed accounts.
- You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment.
- CFCU is not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.
- CFCU is not liable for any failure to make a bill payment if you fail to notify CFCU after you learn that you have not received credit from a "Payee" for a bill payment.
- CFCU is not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be CFCU's agent.
- In any event, CFCU will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the service, even if CFCU has knowledge of the possibility of them.

CFCU is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond CFCU's reasonable control.

SERVICE FEES

Bill payment service fees are disclosed through the initial bill payment terms and conditions and available upon request. Bill payments are processed by Electronic Fund Transfers (EFT). Please see the Electronic Fund Transfers described herein, which discloses important information concerning your rights and obligations.

Telephone Banking ("iTalk")

iTalk Agreement

We are The County Federal Credit Union at 82 Bennett Drive, Caribou, ME 04736 and our information phone number is 207-498-8756. You hereby agree to the rules and regulations affecting the issuance of the personal identification number (PIN) and iTalk service provided by us for your convenience.

Personal Identification Number (PIN) - The 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.

Authorized Use - Only you are qualified to withdraw funds from your account(s) with the use of your PIN.

Consumer Liability for Unauthorized iTalk Transactions - Tell us at ONCE if you believe your PIN has been LOST or STOLEN. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days, you can lose no more than FIFTY DOLLARS (\$50.00) if someone uses your PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your PIN, and we can prove that we could have stopped someone from using your PIN without your permission if you had told us, you could lose as much as FIVE HUNDRED DOLLARS (\$500.00). Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost if we can prove that we could have stopped someone from taking the money if you had told us in time. We are liable only for losses in excess of the limits stated.

Notification Procedure - If you believe that your PIN 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 at the beginning of this iTalk Agreement, or write us at the address given at the end of this Membership Agreement.

Types of Transactions Available - You may use the iTalk service to make withdrawals from your share and share draft accounts, and to transfer between your share and share draft accounts, to make a payment on a loan or credit card with us, and to inquire about your account balance, last share withdrawal, interest, dividends, last draft deposit, last share deposit, last transaction, loan inquiry, credit card inquiry, draft number inquiry and certificate inquiry. You may also request a loan payoff status. 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. 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.

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

Documentation of Transfer - You will receive on a monthly basis a statement of your account activity unless no electronic transfers were made to or from your account(s) during the month, in which case you will receive a statement at least quarterly. You will receive a confirmation number of an iTalk transaction.

Error Resolution - Telephone or write us at the number and address shown at the end of this Membership Agreement, if you think your statement is wrong, or if you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after we send you the FIRST statement on which the problem or error appeared. Provide the following information:

- (1) Your name and account number.
- (2) A description of the error or the transfer you are unsure about, and a clear explanation of why you believe it is an error, or why you need more information.
- (3) The dollar amount of the suspected error. If you tell us orally, we may require that you send 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. For international transactions, we may take up to ninety (90) 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 you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and do not receive it within ten (10) business days, we may not credit your account. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

Cancellation - Your PIN remains our property. We may cancel your iTalk privileges at any time without notice or cause. Any cancellation or termination shall 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 iTalk system was not working properly, and you knew about the breakdown 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. We expressly disclaim all warranties that the components of the iTalk system shall function properly or be available for use.

Agreement Modification - This iTalk 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 change in any term or condition of the iTalk Agreement or your account, if such change would result in greater cost liability for you or decreased access to your account.

Joint Accounts - The use of the iTalk service by any of the owners of an account shall indicate that the owner affirms their receipt of and agreement to this iTalk service member Agreement. If the primary owner chooses to disclose their credentials to any of the joint owners of the account, the primary owner agrees to provide a copy of this iTalk Agreement to each owner of the account.

ACH (Automated Clearinghouse) Funds Transfers This paragraph pertains to 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.

Other EFTs (No access device)

(a) **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.

(b) **Contact in the Event of Unauthorized Transfer.** If you believe your card or PIN has been lost or stolen, call (207) 498-8756, 1-877-318-3838, or write to The County Federal Credit Union, 82 Bennett Drive, Caribou, Maine 04736.

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.

(c) *Business days.* For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

(d) *Transfer types and limitations.*

(1) *Account access.* You may use your card and PIN to:

- (i) Withdraw cash from your checking (also known as 'share draft') or savings (also known as 'share') account.
- (ii) Make deposits to your checking (also known as 'share draft') or savings (also known as 'share') account.
- (iii) Transfer funds between your checking (also known as 'share draft') or savings (also known as 'share') accounts whenever you request.
- (iv) Pay for purchases at places that have agreed to accept the card and PIN.
- (v) Pay bills directly by our telephone banking service, our online banking service and our mobile banking service from your checking (also known as 'share draft') or savings (also known as 'share') account in the amounts and on the days you request. Some of these services may not be available at all terminals.

(2) *Electronic check conversion.* 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.

(3) *Limitations on frequency of transfers.*

You are not limited on the number of transfers that you can make through any of our banking services.

(4) *Limitations on dollar amounts of transfers* For the protection of our members, we have limited the amount of each withdrawal from an account to **FIVE HUNDRED DOLLARS (\$500.00)** per day at a remote banking facility. You may buy up to **TWO HUNDRED DOLLARS (\$200.00)** worth of goods or services each day in our Point-of-Sale (POS) transfer service if your card is only attached to your share account. If your card is attached to your share draft account, this amount is increased to **THREE THOUSAND DOLLARS (\$3,000.00)**.

(e) *Fees.* The County Federal Credit Union will not charge any fees for transferring or withdrawing funds to or from your accounts.

(f) *Confidentiality.* We will disclose information to third parties about your account or the transfers you make:

- (i) Where it is necessary for completing transfers, or
- (ii) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- (iii) In order to comply with government agency or court orders, or
- (iv) If you give us your written permission.

(g) *Documentation.*

(1) *Terminal transfers.* You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines.

(2) *Preauthorized credits.* If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-877-318-3838 to find out whether or not the deposit has been made.

(3) *Periodic statements.* You will get a monthly account statement (unless there are no transfers in a particular month). In any case you will get the statement at least quarterly.

(h) *Preauthorized payments.*

(1) *Right to stop payment and procedure for doing so.* If you have told us in advance to make regular payments out of your account, you can stop any of these payments.

Here's how:

Call us at 1-877-318-3838, or write us at The County Federal Credit Union, 82 Bennett Drive, Caribou, ME 04736, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

(2) *Liability for failure to stop payment of preauthorized transfer.* If you order us to stop one of these payments 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.

(i) *Financial institution's 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:

(1) If, through no fault of ours, you do not have enough money in your account to make the transfer.

(2) If the transfer would go over the credit limit on your overdraft line.

(3) If the automated teller machine where you are making the transfer does not have enough cash.

(4) If the terminal or supporting system(s) was not working properly and you knew about the breakdown when you started the transfer.

(5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

(6) If we have reason to believe that transactions involving your account may be unauthorized, fraudulent, illegal, or otherwise improper.

(j) *ATM fees.* When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

(k) **Error Resolution**—Telephone or write us at the number and address shown at the end of this Agreement, as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement. We must hear from you NO LATER than sixty (60) days after we send you the first statement on which the problem or error appeared. Provide the following information:

1. Your name and account number

2. Describe the error or the transfer you are unsure about, and a clear explanation of why you believe it is an error, or why you need more information

3. The dollar amount of the suspected error

If you tell us orally, we may require that you send your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) 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. For international transactions, we may take up to ninety (90) days to investigate your complaint or question.

If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error, so you will have the use of the money during the time it takes to complete our investigation. For new accounts, we may take up to twenty (20) days to credit your account for the amount you think is in error. If we ask you to put your complaint or question in writing and do not receive it within ten (10) business days, we may not re-credit your account.

We will send you a written explanation within three (3) business days after we finish our investigation.

You may ask for copies of the documents that we used in our investigation.

AMENDMENT TERMINATION

CFCU has the right to change this Membership Agreement at any time by notice mailed to you at the last address shown for the account on CFCU's records, by posting notice in branches of the CFCU, or as otherwise permitted by law.

- CFCU has the right to terminate this Membership Agreement at any time.
- You may terminate this Membership Agreement by written notice to CFCU.
- CFCU is not responsible for any fixed payment made before the CFCU has a reasonable opportunity to act on your termination notice.
- You remain obligated for any payments made by CFCU on your behalf.

Fair and Accurate Credit Transactions Act Notice

We may report information about your account to consumer reporting agencies. Late or missing payments, or other defaults, may be reflected in your credit report.

Consumer Reporting Agencies

You authorize The County Federal Credit Union to obtain information regarding your identity, credit history, and other banking history from a consumer reporting agency for the purpose of extending credit or services to you. The Credit Union may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. If you request, the Credit Union will tell you the name and address of any credit reporting agency from which it received a credit report on you.

The County Federal Credit Union
82 Bennett Dr.
Caribou, ME 04736

1 (877) 318-3838

www.countyfcu.org

EFF DATE: April 2nd, 2019