

# ATM Agreement

## ELECTRONIC FUNDS TRANSFER DISCLOSURE AND CARD HOLDER AGREEMENT

We are the Maine State Credit Union at P.O. Box 5659, Augusta, Maine 04332-5659, and our telephone number is 1-800-540-8707.

**PERSONAL IDENTIFICATION NUMBER (P.I.N.)** – is your—“remote banking signature.” You are responsible for maintaining its confidentiality. The P.I.N. 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 direct the deposit or withdrawal of funds to or from your account(s) whether with the use of the “CU24<sup>SM</sup>” card and/or your P.I.N. at merchant or bank locations or remote facilities or otherwise. Positive identification may be requested by the merchant or bank prior to any transaction.

**CONSUMER LIABILITY FOR UNAUTHORIZED ELECTRONIC FUNDS TRANSFERS** – Tell us AT ONCE if you believe your card or P.I.N. or other information which could provide electronic access to your account 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 card without your permission.

If you do *NOT* tell us within two (2) business days after you learn of the loss or theft of your card or P.I.N., and we can prove that we could have stopped someone from using your card 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 or authorize, 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 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 front of this Agreement, or write us at the address given on the front of this Agreement.

### BUSINESS DAYS

- Our business days are Monday
- Friday, excluding state and federal holidays.

**TYPES OF TRANSACTIONS AVAILABLE** – You may use your card to withdraw from or make deposits to your share or checking 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).

**LIMITATION ON FREQUENCY AND AMOUNT OF TRANSACTIONS** – For your protection, we have limited the amount of each withdrawal from an account to \$500.00 per day at a remote banking facility. You may buy up to \$500.00 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 checking account using the CU24 card or your P.I.N. or other information which could provide

electronic access to your account is considered the same as any other checking in regard to our service charge formulas. The type of account determines if and when a charge will be assessed. Please contact the credit union for current charges.

**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 deducted from your account if you complete the transaction.

**FOREIGN TRANSACTION FEE**– Effective May 1, 2005, 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 our account statement. This fee will be assessed on all international purchases, credit vouchers, and cash disbursements.

**FOREIGN TRANSACTION CURRENCY EXCHANGE RATE**– Effective April 2, 2005, the exchange rate for transactions in a foreign country will be a rate selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate VISA itself receives, or the government mandated rate in effect for the applicable central processing date plus the 1% International Transaction Fee.

**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 will receive a copy of the deposit/withdrawal slip at the time a transaction using your CU24 card is originated. You will also receive on a monthly basis a statement of your account activity. You will not receive any slip or confirmation of other transactions other than the monthly statement.

**ERROR RESOLUTION** – Telephone or write us at the number and address shown at the beginning of this Agreement as soon as possible 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 international transactions, we may take up to ninety (90) days to investigate your complaint or question.

If we decide to do this, we will recredit 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 recredit 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.

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

**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 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 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, shall 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 thirty (30) 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 account each agree to be jointly and severally bound hereunder. All cards shall be returned to us prior to the addition or deletion of a name from any account subject to this Agreement. The PIN may provide access to accounts owned by the primary member. Joint owners may have access to 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.