

Touch Tone Teller Agreement

We are the Maine State Credit Union at 200 Capitol Street, P.O. Box 5659, Augusta, Maine 04332-5659 and our phone number is 1-800-540-8707.

You (if this is a joint account, singular pronouns include each of you) hereby agree to the rules and regulations affecting the issuance of the personal identification number (P.I.N.) and **TOUCH TONE TELLER** service provided by us for your convenience.

Personal Identification Number (P.I.N.) - The P.I.N. will be your "remote banking signature", and 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 withdraw funds from your account(s) with the use of your P.I.N.

Consumer Liability for Unauthorized TOUCH TONE TELLER Transactions - Tell us AT ONCE if you believe your P.I.N. 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 P.I.N. without your permission.

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

Business Days - Our business days are: Monday - Friday; excluding state and federal holidays.

Types of Transactions Available and Limits on Such Transactions - Utilizing **TOUCH TONE TELLER**, you may use your P.I.N. to make withdrawals from your share or share draft accounts, to transfer funds from your share, share draft, or club accounts to any account of which you are an owner or joint owner, to make a payment on a loan with us, and to inquire about your account balance or interest. If a withdrawal is requested, a check in the amount of the withdrawal will be mailed to you.

Delays in Posting Transactions - Due to the nature of the **TOUCH TONE TELLER** 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).

Account Charges - There will be no charge per call. (Multiple transactions may be made during the same phone call.)

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. You will not receive any other slip or confirmation of a **TOUCH TONE TELLER** transaction.

Error Resolution - Telephone or write us at the number and address shown at the beginning of this 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) 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 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.

Cancellation - Your P.I.N. remains our property. We may cancel your **TOUCH TONE TELLER** 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 **TOUCH TONE TELLER** 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 **TOUCH TONE TELLER** system shall function properly or be available for use.

Agreement Modification - This Agreement may be amended by us without prior notice to you when such a change is immediately necessary to maintain or restore the security of the system 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 Agreement or your account, if such change would result in greater cost liability for you or decreased access to your account.

Joint Accounts - The request for audio response shall be signed by all parties to a joint share draft account, and by signing, you each agree to be jointly and severally bound thereunder.