



# **Maine State Credit Union**

## **Membership Agreement & Disclosure**

### **Mailing Address**

**PO Box 5659**

**Augusta, ME 04332**

**Toll Free Phone: 800-540-8707**

**Email: [contactus@mainestatecu.org](mailto:contactus@mainestatecu.org)**

### **Main Office**

**200 Capitol Street | Augusta, Maine 04330**

**Phone: (207) 623-1851**

### **East Side**

**162 Hospital Street | Augusta, Maine 04330**

**Phone: (207) 621-6060**

### **Greater Waterville**

**81 Grove Street | Waterville, ME 04901**

**Phone: (207) 873-5159**

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## **Your Credit Union**

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 not-for-profit and exists only to serve you. 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. The credit union reserves the right to change any and all terms and conditions of any of them. 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, and all of them are incorporated into and made a part of this Agreement by reference. 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 application, share certificate, agreement, or other documents evidencing the account. To the extent that there are different terms or terms which are not included in this Agreement or those documents, such terms supersede this Agreement.

**Privileges of credit union membership.** Being a credit union member carries with it many privileges, including the ability to open accounts other than ordinary share accounts, such as checking 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.

**Important information about procedures for opening a new account.** To help the federal 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 to 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.

**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 on the account. Ownership interest in your account and any other associated accounts will be governed by the account contract established between the account owner(s) and the credit union.

**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.

**Joint accounts.** A 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 to transact any business for the account at any time without the 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.

**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.

**Organizational Accounts.** 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.

**Accounts for Minors.** We may require any account established by a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdrafts, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction.

**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.

**Termination of account.** We may terminate your account or restrict access to your account at any time or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers; (2) there has been a forgery or fraud reported or committed involving your account at the credit union or at any other financial institution; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any share drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been a misrepresentation or any other abuse of any of your accounts; or (7) we reasonably deem it necessary to prevent a loss to us. You may terminate a sole account by giving written notice. We reserve the right to require the consent of all owners to terminate a multiple owner account. We are not responsible for payment of any draft, withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us. Your regular credit union share account cannot be closed until all amounts you owe the credit union are paid in full and all associated accounts that you have with the credit union are closed.

**Death of a sole account owner.** We may continue to honor all transfer orders, withdrawals, deposits, and other transactions on a sole account until we are notified of an account owner's death. Once we are notified of a sole account owner's death, we may pay drafts or honor other payments or transfer orders authorized by the deceased account owner for a period of ten (10) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the drafts or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This agreement will be binding upon any heirs or legal representatives of any sole account owner.

**Endorsements.** All check endorsements must be made in the first one and one-half inches of the trailing edge of the back of the check. 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 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. If you would like more information about your share insurance, a pamphlet, "Your Insured Funds", is 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.

**Business commercial members. 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 funds transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in illegal or unlawful Internet gambling.

**Complaint resolution procedure.** If you have a dispute with your credit union regarding your account(s), you may contact your credit union's complaint representative or department and attempt to resolve the problem directly with your credit union. If your credit union fails to resolve the problem, write a letter detailing the problem and the resolution you are seeking to: Maine Bureau of Financial Institutions, Consumer Outreach Program, 36 State House Station, Augusta, Maine 04333-0036

To file a complaint electronically, you may contact the Bureau of Financial Institutions at the following Internet address: <http://www.maine.gov/pfr/financialinstitutions/complaint.htm>

The Bureau of Financial Institutions will acknowledge receipt of your complaint promptly and investigate your claim or refer it to the appropriate federal supervisory agency and inform you to whom it has been referred. You will be informed of the results of any Bureau of Financial Institutions investigation.

## Account Statements

The credit union utilizes a consolidated statement for your accounts, account services, loans and other services with us. You agree that all owners, joint owners and authorized signatories on your account may change the address that the statement is delivered to without your express consent, including statements delivered in electronic form.

Error Resolution: See Error Resolution on Page 16 of this agreement.

## CU eStatement (Electronic Statements)

**1. Introduction.** This Agreement and Disclosure specifically governs the CU eStatement Service, and informs you of your rights and responsibilities and the terms and conditions associated with the service if you have requested electronic statements. Please read this Agreement and Disclosure carefully. In this Agreement and Disclosure, the words “you”, “your”, and “yours” mean each and every one who utilizes CU eStatements. The words “we”, “us”, “our”, “MSCU”, and “Credit Union” mean Maine State Credit Union. The words “the Service” refer to CU eStatement Service. By accessing your account statement online, or permitting another to access your statement online, you acknowledge receipt of the Agreement and Disclosure and agree to be bound by all terms and conditions contained herein. You further agree to follow all instructions provided by the Service and reflected on your computer screen. The terms and conditions of this Agreement and Disclosure are in addition to the terms and conditions of any and all other deposit account and credit agreements you have with the Credit Union, including all such disclosures made pursuant to such agreements. You further agree to abide by any terms or conditions which may be added because of future enhancements to CU eStatements.

**2. Agreement for receiving electronic disclosures.** Under regulations set by the Federal Reserve Board, you are entitled to receive certain disclosures. Regulations provide that if you agree, the required disclosures may be delivered to you electronically. These disclosures may be delivered via email. You should print a copy of each disclosure delivered, read it carefully, and retain it for your reference. Under the terms of the agreement you are not committed to any disclosure unless you use the service which it covers. By signing up for CU eStatements, you agree to receive any MSCU disclosures and your periodic account statement electronically.

**3. CU eStatement Access.** You agree to receive your periodic account statement electronically in place of a paper statement sent via US mail to your address of record. You further agree to provide an accurate email address to MSCU for the delivery of this electronic statement. If the email address provided is not accurate due to negligence on your part, you agree not to hold MSCU liable for sending your statement to such address. If the email address provided is not deliverable, MSCU will provide your periodic statement via US mail to your address of record. You can request a printed copy of your statement at any time. Applicable fees, as outlined in the Fee Schedule, may be charged for this request. The Credit Union must receive notification of any change in physical or email address three business days prior to the last day of the month to give us time to affect the change. Failure to do so may result in a delay or lack of delivery of your statement for the given period. As a user of Online Advantage+ you will be able to maintain your information including your physical address, email address and phone number. Your statements will be available in Online Advantage + for 12 months from the date of the statement.

**4. Applicability.** this Agreement governs your use of the Service.

**5. Errors or questions about your electronic statement.** See Error Resolution on Page 16 of this agreement.

**6. Termination of agreement and service.** You may cancel this Agreement and terminate your Service with MSCU at any time by notifying MSCU either orally or in writing and discontinue use of the service. The Credit Union may terminate its Service and this Agreement and Disclosure at any time by giving you advance notification, either orally or in writing. Whether you or the Credit Union terminates this Agreement and Disclosure, the termination shall not affect your obligations under this Agreement and Disclosure.

**7. Amendments.** This Agreement may be amended by the Credit Union at any time at its discretion. You will receive notice of amendments as required by applicable law without restatement of terms herein.

## Checking Account Terms (All Checking Accounts)

I/We authorize Maine State Credit Union (the Credit Union) to establish a special share account for me/us to be known as a "Checking Account". The Credit Union is authorized to pay checks signed by me (or by any authorized signer) and to charge the payments against my checking account. It is agreed that:

- Only checks and other methods approved by the Credit Union may be used to withdraw funds from this Checking Account;
- The Credit Union is under no obligation to pay a check which exceeds the balance in the Checking Account; the Credit Union may, however, up to a maximum of six (6) times per calendar month, pay such a check and charge the amount of resulting overdraft against any other share account from which one or more owner(s) of the checking account is entitled to withdraw shares;
- The Credit Union is under no obligation to pay a check on which the date is more than six months old; Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or nonpayment of a check;
- Notwithstanding above, the Credit Union is not liable for any loss incurred or damage sustained due to the premature nature of a post-dated check;
- All non-cash payments received on shares in the Checking Account will be credited subject to final payment;
- The Checking 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 Checking Account is subject to such other terms, conditions and requirements as the Credit Union may establish from time to time; and;

Consumer reports (credit reports) may be obtained in connection with your application for a checking account. 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 Credit Union is hereby authorized to recognize any of the signatures authorized on the account for the payment of funds or the transactions 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 survivor or survivors shall be valid and discharge the Credit Union from any liability for such payment.

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.

### Advantage checking account terms

**Eligibility requirements.** Qualified accounts are accounts that have all of the following activity occur within the monthly qualification cycle.

- A minimum of 12 debit card purchases (this excludes ATM cash withdrawals)
- Enrollment and receipt of electronic monthly statements (CUE-Statements)
- Sign on to Online Advantage + (home banking) or mobile banking at least once during the month
- One direct deposit or debit (ACH)

If the eligibility requirements are satisfied, nationwide ATM surcharges (fees) will be refunded up to \$25.00 per qualification cycle. Limitations may apply to ATM transactions involving foreign currency.

**Tiered variable rate information.** If your daily balance is below \$10,000.01, the dividend rate paid on the entire balance in your account will be 1.49%, with an annual percentage yield of 1.50%.

The dividend rate that will be paid for only that portion of your daily balance that is equal to or greater than \$10,000.01 is .15%. The annual percentage yield will range from 1.50% to 0.15%, depending on the balance in the account. Your dividend rate and annual percentage yield may change.

**Determination of rate.** The dividend rate on your account is based on meeting the eligibility requirements as set forth above.

If you do not meet the eligibility requirements during the qualification cycle, the rate paid on the entire balance of your account will be 0.05% with an annual percentage yield of 0.05%. The dividend will be calculated using the average daily balance by adding the principal in the account each day of the period and dividing that figure by the number of days in the cycle.

**Qualification cycle.** The qualification cycle means a period beginning one business day prior to the first day of the current statement cycle through two business days prior to the close of the current statement cycle.

**Advantage Checking Qualification Cycle**

2016	2017
December 31 – January 28	December 30 – January 30
January 29 – February 28	January 31 – February 27
February 29 – March 30	February 28 – March 30
March 31 – April 28	March 31 – April 27
April 29 – May 30	April 28 – May 30
May 31 – June 29	May 31 – June 29
June 30 – July 28	June 30 – July 28
July 29 – August 30	July 31 – August 30
August 31 – September 29	August 31 – September 28
September 30 – October 30	September 29 – October 30
October 31 – November 29	October 31 – November 29
November 30 – December 29	November 30 – December 28

For the purposes of determining if the minimum number of Visa check card transactions have occurred, the transaction posting date will be used. Depending on the merchant and processor, debit transactions can post several days after the transaction occurs.

If the account fails to meet the eligibility requirements for three (3) consecutive months, the account will automatically be converted to the Maine State Credit Union basic checking account product.

**Frequency of rate changes.** The Dividend Rate and Annual Percentage Yield may change monthly.

**Limitations on rate changes.** There are no maximum or minimum dividend rate limits for this account.

**Compounding and crediting.** Dividends will be compounded monthly and credited to your account monthly. If you close your account before dividends are credited, you will not receive the accrued dividends. We use the average daily balance method to calculate dividends on your account. This method applies a daily periodic rate to the principal in the account each day.

**Accrual on deposits.** Dividends will begin to accrue on all deposits (cash or checks) on the business day you make the deposit.

**Fees and charges.** Please refer to the separate account service fee schedule. A fee schedule will be provided to you at the time you open an account, periodically when fees change, and upon request.

**Transaction limitations.** No transaction limitations apply to this account.

**Business days.** Maine State Credit Union’s business days are Monday through Friday, 7:30 A.M. to 5:00 P.M. We are closed for state (Maine) and federal holidays.

**Additional terms.** Limit one Advantage Checking Account per member.

## Cash Back Checking Account Terms

**Reward eligibility criteria.** In order to qualify for the Cash Back Reward (“Reward”), all of the following criteria must be met monthly:

- A minimum of 10 debit card purchases (“transactions”) must post and clear the account during the Qualification Cycle. Pending or pre-authorized debit card transactions do not count toward the 10 required transactions to earn the Reward until the month the final transaction posts to the account. ATM transactions are excluded.
- Sign up and receive monthly CUE-Statements
- Sign on to Online Advantage+ (home banking) or mobile banking at least once during the month.

If the eligibility requirements are satisfied, nationwide ATM surcharges (fees) will be refunded up to \$10.00 per qualification cycle. Limitations may apply to ATM transactions involving foreign currency.

**Reward.** If the Reward Eligibility Criteria is met, a \$.05 Cash Back Reward will be paid on each debit card transaction in the amount of \$5.00 – \$9.99 and a \$.10 Cash Back Reward will be paid on each debit card transaction in the amount of \$10.00 or more that posts and clears the account during the Qualification Cycle (including any in the first 10 required to qualify for the Reward). Pending or pre-authorized debit card transactions do not earn a Reward until the final transaction posts and clears the account if the account meets the Reward Eligibility Criteria that month. ATM transactions do not earn a Reward.

**Failure to qualify for rewards.** If the account does not qualify for a Reward during a month, all other account terms and conditions still apply. If Maine State Credit Union has a valid email address on file for this account, we may, as a courtesy, notify you using your email address that you do not qualify for the Reward. Maine State Credit Union reserves the right not to provide notification of failure to qualify for the Reward for any reason, including the lack of a valid email address associated with the account.

If the account fails to qualify for a Reward three (3) consecutive months, the account will automatically be converted to the Maine State Credit Union basic checking account product.

**Qualification cycle (reward period).** The qualification cycle means the first day of the calendar month through the last day of the calendar month.

For the purposes of determining if the minimum number of debit card transactions have occurred, the transaction posting date will be used. Depending on the merchant and processor, debit card transactions can post several days after the transaction occurs and don’t post to the account on non-business days (Saturdays, Sundays and Holidays).

**Reward payment.** If the account qualifies for and earns a Reward, the Reward will be paid (credited to the account) by the fifth (5th) business day of the following month.

**Product change or account closure.** The Reward on eligible debit card transactions is forfeited and will not be paid if the account is changed to another product or if the account is closed.

**Business days.** Maine State Credit Union’s business days are Monday through Friday, 7:30 A.M. to 5:00 P.M. We are closed for state (Maine) and federal holidays.

**Fees and charges.** Please refer to the separate account service fee schedule. A fee schedule will be provided to you at the time you open an account, periodically when fees change, and upon request.

**Transaction limitations.** No transaction limitations apply to this account.

**Additional terms.** Limited to one cash back checking account per Tax Identification Number (TIN)



## **Regulation CC: Funds Availability Policy Disclosures**

### **Important information on deposits, holds, and withdrawals**

### **Your ability to withdraw funds at maine state credit union**

**General policy.** Our policy is to make funds from your 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 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 not open or in a night depository, 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, at least the first \$200.00 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**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 fifth business day after the day of your deposit. The first \$200 of your deposits, however, may 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 after the day of your deposit, 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.

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 computer or communications 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.

**Deposits at automated teller machines.** Cash deposited in our own automated teller machines (ATM's) will be made available the same business day in which your deposit is made. Funds from any checks deposited in our own ATM's will generally be made available the second business day after the day of your deposit. The credit union may, but is not required to, make

such funds available sooner. The credit union may also delay availability for reasons including but not limited to fraud, check alteration and endorsement errors. Funds from any deposit (cash or check) made at ATM's which your credit union does not own or operate will not be made available until the second business day after the day of your deposit. ATM's that we own and operate are identified as our own machines.

**Deposits at shared branching facilities.** Funds from any check deposit made at shared branching facilities will generally be made the available the second business day after the day of your deposit. The credit union may, but is not required to, make such funds available sooner. The credit union may also delay availability for reasons including but not limited to fraud, check alteration and endorsement errors.

**Special rules for new accounts.** If you are a new member, the following special rules will apply during the first 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 and the first \$5,000 of a day's totals deposits of cashiers, certified, teller's, traveler's, and federal, state, and local government checks will be available on the next business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the 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 our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will generally be available no later than the seventh business day after the day of your deposit.

## Privacy Notice & Disclosure

<b>FACTS</b>	WHAT DOES MAINE STATE CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?
<b>Why?</b>	Financial companies choose how they share your information. Federal law gives members the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the products or services you have with us. This information can include: Social Security Number and Income Account Balances and Payment History Credit History and Credit Score
<b>How?</b>	All financial companies need to share members' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their members' personal information; the reasons Maine State Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Maine State CU Share?	Can you limit this sharing?
<b>For our everyday business purposes --</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	<b>YES</b>	<b>NO</b>
<b>For our marketing purposes --</b> to offer products and services to you	<b>YES</b>	<b>NO</b>
<b>For joint marketing with other financial companies</b>	<b>YES</b>	<b>NO</b>
<b>For our affiliates' everyday business purposes --</b> information about your transactions and experiences	<b>NO</b>	<b>We Don't Share</b>
<b>For our affiliates' everyday business purposes --</b> information about your creditworthiness	<b>NO</b>	<b>We Don't Share</b>
<b>For nonaffiliates to market to you --</b>	<b>NO</b>	<b>We Don't Share</b>

<b>Questions?</b>	<b>Call 800-540-8707 or go to <a href="http://www.mainstatecu.org">www.mainstatecu.org</a></b>
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<b>Who we are</b>	
Who is providing this notice?	Maine State Credit Union
<b>What we do</b>	
<b>How does Maine State Credit Union protect my information?</b>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We restrict access to nonpublic personal information about you to persons who need to know that personal information to provide products and services to you.</p>
<b>How does Maine State Credit Union collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>•Open an account or deposit money</li> <li>•Pay your bills or apply for a loan</li> <li>•Use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>•Sharing for affiliates' everyday business purposes – information about your credit worthiness</li> <li>•Affiliates from using your information to market to you</li> <li>•Sharing for non-affiliates to market to you</li> </ul>

<b>Definitions</b>	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Maine State Credit Union has no affiliates.</p>
Non-affiliates	<p>Companies not related by common ownership or control. They can be financial or nonfinancial companies. Maine State Credit Union does not share with non-affiliates so they can market to you.</p>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you. Our joint marketing partners include insurance companies.</p>

## **Electronic Funds Transfers (EFT) Initial Disclosure (No Access Device)**

This disclosure, required by law, is designed to give you information concerning your transfers (EFTs). This agreement covers EFTs made to or from your account without the use of a card or PIN.

Here are some of the types of EFTs available to you: Deposit of Employer payroll, Deposit of Government payments and Pre-Authorized Debits. In addition, merchants and other payees may be authorized to electronically debit your checking account using information you provide on or with a check. These debits are EFTs 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

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.

The business hours of the Main Office are as follows: The lobby is open Monday through Friday, 8:00A.M. to 4:30P.M.. The drive-up hours are Monday through Friday 7:30A.M. to 5:00P.M. We are closed for state (Maine) and federal holidays.

EFTs, in most cases, will be posted to your account by the open of the normal business day. The following holidays are not business days: New Year's Day; Memorial Day, Columbus Day, Christmas Day, Martin Luther King, Jr. Day, Independence Day, Veterans' Day, Presidents' Day, Labor Day, and Thanksgiving Day.

### **Here is a summary of your right to receive documentation of EFTs:**

Periodic Statement: Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item. However, we will continue to notify you of the receipt of payments in the periodic statement we provide to you. You will receive a quarterly account statement on your share accounts. You will receive a monthly account statement on checking accounts. You will receive a monthly account statement on share accounts if any EFT occurs during that month.

**Notice of credits:** If you have arranged to have EFT deposits made to your account, you can call us at 207-623-1851 or 800-540-8707 to find out whether or not the deposit has been made.

**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 207-623-1851 or 800-540-8707 or write us 200 Capitol Street, P.O. Box 5659, Augusta, Maine 04332 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.

**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.
- There may be other exceptions stated in our agreement with you.

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 court orders.
- If you give us written permission.

Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

9. Error Resolution. See Error Resolution on Page 16 of this agreement.

## **Electronic Funds Transfers and Cardholders Agreement**

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

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 "Debit 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. Writing your PIN on the back of your card will be considered gross negligence when determining your liability for unauthorized transactions.

**Authorized use.** Only you are qualified to deposit or withdraw funds to or from your account(s) with the use of the Debit 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. You are responsible for all withdrawals (debits) to your account made by anyone else to whom you give your card. You cannot disclaim responsibility by notifying us, but we will block the card and/or your account in an attempt to prevent future losses if you so request.

**Regarding members without checking accounts.** Members who don't have a checking account may use their Debit Card at ATM machines as normal. A savings account is not considered a transaction account, so in order to comply with Regulation D they are allowed 6 PIN based transactions a month and are unable to perform non pin based transactions (Such as processing the card as a credit card during a point of sale transaction).

**Consumer liability for unauthorized transactions.** Tell us at once if you believe your card, PIN or other information which could provide electronic access to your account has been lost or stolen, or if you believe someone has used your card or PIN or accessed your account without your permission. Telephoning is the best way of keeping your possible losses down.

If a Visa 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.

For all other transfers, including transfers made using ATMs, you can lose no more than \$50.00 if you tell us within two (2) business days that your card or PIN was used to make a transfer without your permission. If you do not tell us within two (2) business days, and we can prove that we could have stopped someone from making a transfer without your permission if you had told us, you could lose as much as \$500.00.

If your statement shows transfers you did not make or authorize, 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 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 period.

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

**Non-Visa PINless debit card transactions.** We allow non-Visa debit transaction processing. This means you may use your Debit 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/Exchange®. Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Debit 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.

**Notification procedure.** If you believe that your card, PIN 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 at the beginning of this Agreement, or write us at the address given at the beginning of this Agreement or after business hours please call 1-800-472-3272.

**Business days.** Our business days are Monday through Friday; excluding state (Maine) 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 (savings) or checking 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) These Point-of-Sale purchases will be deducted from your checking account.

**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 purchase up to three thousand (\$3,000.00) worth of goods or services each day at Point-of-Sale (POS) terminals.

**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 or a deposit to your share or checking account using the Debit Card or your PIN or other information which could provide electronic access to your account is considered the same as any other type of withdrawal or deposit 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 checking account. If you do not have a checking account, they will be deducted from your share account. 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 debited from your account if you elect to complete the transaction. To replace a lost or damaged card, you will be charged \$5.00 per card.

**Foreign transaction fee.** 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 share draft account statement. This fee will be assessed on all international purchases, credit vouchers, and cash disbursements.

Visa will charge 0.8% for international transactions that do not involve currency conversions.

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.

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 U.S. \$1.25 on international ATM transactions where a surcharge fee has not been assessed. Visa assesses a cash disbursement fee of U.S. \$0.50 on international ATM transactions where a surcharge fee has been assessed. \*Except in Visa Europe Region.

**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 you give us your written 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 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 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:

- Your name and account number.
- 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.
- 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 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 provisionally credit your account within ten (10) business days (five (5) business days for Debit 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 provisionally 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.

**Overdrafts:** If any withdrawal(s) creates 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. The credit union reserves the right to cancel any card that has been inactive for one year or more.

**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.

**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.** All parties to joint share or checking account(s) 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. Consumer reports (credit reports) may be obtained in connection with this application. 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.

**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 the 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.

## 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.

**Security procedure.** Your instructions specifying the terms and conditions of funds transfers will be verified according to the credit union's security procedure. Members who wish to perform fund/wire transfers are required to complete a Fund/Wire Transfer Agreement. The Fund/Wire Transfer Agreement is kept on file at the Credit Union. A Fund Wire Transfer Request Form will be completed for each fund/wire transfer requested. For all wire transfer requests taken in-person, members will be required to show government issued photo identification. For wire transfer requests that are not taken in-person (i.e. telephone, fax), a member chosen password or a verification call back to a telephone number already on our data processing system will be required.

**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 and agree 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.

**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.

**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 acknowledge and 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.

**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 interest or dividend rate paid on the account to which the funds transfer is or should have been made or from which the transfer actually or should have occurred, as applicable.

**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.

**UCC article 4a.**

We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Maine as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

## Truth-In-Savings Account Disclosure

### Share and checking rate and fee schedule

The rates and fees applicable to your account at the Maine State Credit Union are provided below. Maine State Credit Union may offer other rates for these accounts from time to time.

ACCOUNT RATES AND TERMS									
	Share Account	Checking Account	Advantage Savings Account				Traditional IRA & Roth IRAs, Coverdale ESAs	Club Account	Youth Account
			\$2,000 to \$25,000	\$25,001 to \$50,000	\$50,001 to \$100,000	\$100,001 & Over			
Dividend Rate	0.20%	N/A	0.20%	0.25%	0.349%	0.449%	0.499%	0.20%	0.20%
Annual Percentage Yield	0.20%	0.00%	0.20%	0.25%	0.35%	0.45%	0.50%	0.20%	0.20%
Dividends Compounded	Monthly	N/A	Monthly	Monthly	Monthly	Monthly			
Dividends Credited	Monthly	N/A	Monthly	Monthly	Monthly	Monthly			
Dividend Period	Monthly	N/A	Monthly	Monthly	Monthly	Monthly			
BALANCE REQUIREMENTS									
Minimum Opening Deposit	\$5.00	N/A	\$2,000.00	N/A	N/A	\$5.00			
Minimum Required Balance		N/A	\$2,000	\$25,001	\$50,001	\$100,001	N/A	N/A	\$5.00
Balance Method	Average Daily		Average Daily	Average Daily	Average Daily	Average Daily			
ACCOUNT LIMITATIONS - see Section 6	Minimum balance required to obtain the Annual Percentage Yield for the Dividend Period. Account Transfer and withdrawal limitations apply.		Minimum balance required to obtain the Annual Percentage Yield for the Dividend Period. Account Transfer and withdrawal limitations apply.						

**Rate information.** The Dividend Rate and Annual Percentage Yield on your accounts as of the last Dividend Declaration date are set forth on the table above. The Annual Percentage Yield is a percentage 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 of the term of a Certificate account. The Dividend Rate and Annual Percentage Yield may change monthly; for Certificates, the Dividend Rate and Annual Percentage Yield are fixed and will be in effect for the entire term of the account. The Annual Percentage Yield for a Certificate account is based upon an assumption that dividends will remain on deposit until maturity. A withdrawal will reduce earnings.

**Nature of dividends.** Dividends are paid from current income and available earnings after required transfers to reserves. For Certificates, the Dividend Rates and Annual Percentage Yields are the prospective rates and yields that the Credit Union anticipates paying for the applicable dividend period.

**Compounding and crediting.** Dividends are compounded and credited as set forth on the table on page 19. The Dividend Period for each account is set forth on the table on page 19. The Dividend Period begins on the first day of the month and ends on the last day of the month. For certificate accounts, the dividend period also begins on the first day of the month and ends on the last day of the month.

**Accrual of dividends.** Dividends will begin to accrue on all deposits (cash or checks) on the business day you make the deposit to your account. If you close your account before accrued dividends are credited, accrued dividends will be paid.

**Balance information.** The minimum balance required to open each account and earn dividends is set forth above. Dividends and minimum balances are calculated by the Average Daily Balance method. The Average Daily Balance 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 period. The dividend rate and corresponding Annual Percentage Yield paid on a regular share account are set forth above.

**Tax reporting.** Any prizes, awards and/or gifts of any amount equal to or greater than \$10.00 will be reported as dividends on Form 1099-INT. This does not include cash or gift certificates redeemed as part of the “Extra Award program” or some similar language which is deemed appropriate.

## Certificate Rate And Fee Schedule

The rates and fees applicable to your account at the Maine State Credit Union are provided below. Maine State Credit Union may offer other rates for these accounts from time to time.

ACCOUNT RATES AND TERMS															
	Share Certificate			Traditional IRA Certificates			Roth IRA Certificates			Coverdale Educational Certificates			Youth Certificate		
Dividends Com-pounded	Monthly			Monthly			Monthly			Monthly			Monthly		
Dividends Credited	Monthly			Monthly			Monthly			Monthly			Monthly		
Dividend Period	Monthly			Monthly			Monthly			Monthly			Monthly		
TERM	Minimum Deposit	Dividend Rate	APY*	Minimum Deposit	Dividend Rate	APY*	Minimum Deposit	Dividend Rate	APY*	Minimum Deposit	Dividend Rate	APY*	Minimum Deposit	Dividend Rate	APY*
6 Month	\$500	0.349%	0.35%	\$500	0.349%	0.35%	\$500	0.349%	0.35%	\$500	0.349%	0.35%	\$250	0.349%	0.35%
1 Year	\$500	0.499%	0.50%	\$500	0.499%	0.50%	\$500	0.499%	0.50%	\$500	0.499%	0.50%	\$250	0.499%	0.50%
2 Year	\$500	0.797%	0.80%	\$500	0.797%	0.80%	\$500	0.797%	0.80%	\$500	0.797%	0.80%	\$250	0.797%	0.80%
3 Year	\$500	1.391%	1.40%	\$500	1.391%	1.40%	\$500	1.391%	1.40%	\$500	1.391%	1.40%	\$250	1.391%	1.40%
4 Year	\$500	1.588%	1.60%	\$500	1.588%	1.60%	\$500	1.588%	1.60%	\$500	1.588%	1.60%	\$250	1.588%	1.60%
5 Year	\$500	1.982%	2.00%	\$500	1.982%	2.00%	\$500	1.982%	2.00%	\$500	1.982%	2.00%	\$250	1.982%	2.00%
TRANSACTION LIMITATIONS															
Additional Deposit	Not Allowed			Not Allowed			Not Allowed			Not Allowed			Not Allowed		
Dividend Withdrawal	Monthly			Monthly			Monthly			Monthly			Monthly		
Renewable	Automatic			Automatic			Automatic			Automatic			Automatic		

\*Annual Percentage Yield

**Account and transaction Limitations.** Account limitations for each account are set forth on the table on page 19. For a Share Savings and Advantage Savings accounts in which transfer limitations apply, no more than six (6) preauthorized, automatic, or telephone transfers may be made from these accounts to another account of yours or to a third party in any month. For a Share Savings and Advantage Savings accounts in which withdrawal limitations apply, only three (3) check withdrawals per day may be made. If you exceed these limitations, your account may be subject to a fee or be closed. Advantage Savings accounts cannot be used for automatic overdraft protection and cannot be accessed by a debit card. For Certificates, after your account is opened, you may not add funds to your account but may make withdrawals of dividends from your

account after dividends are posted. Maine State CU reserves the right to require at least seven days' written notice before an intended withdrawal from a deposit account. This requirement does not apply to Share Draft (Checking) accounts.

**Maturity.** Your account will mature within the term set forth on the table on page 20 or on the maturity date set forth on your Certificate or Maturity Notice. The Credit Union will give the owner(s) at least 30 days' notice prior to maturity.

**Early withdrawal penalty on certificates.** We may impose a substantial penalty if you withdraw any of the principal before the maturity date or the renewal date, if this is a renewable Certificate account.

**Amount of penalty.** For Certificates with a term of 6 months through 2 years, the amount of the early withdrawal penalty is 90 days' dividends, whether earned or not. For Certificates with a term of 3 through 5 years, the amount of the early withdrawal penalty is 180 days' dividends, whether earned or not.

**How the penalty works.** The penalty is calculated as a forfeiture of part of the dividends that have been or would have been earned on the account. It applies whether or not the dividends have been earned. In other words, if the account has not yet earned enough dividends, or if the dividends have already been paid, the penalty will be deducted from the principal.

**Renewal policy.** Your account is automatically renewed for the same term unless other instructions are given prior to the maturity date. Once your certificate renews, there is a 10 day window (grace period) to make changes, withdrawals or closures without penalty.

**Non-transferable / Non-negotiable.** Your account is non-transferable and non-negotiable. The funds in your account may not be pledged to secure an obligation of an owner, except obligations with the Credit Union. The information appearing in these Rate Schedules is accurate and effective for deposits as of July 5, 2016. If you have any questions or require current rate information on your account, please call Maine State Credit Union at 207-623-1851.

## Account Service Fees

### Share & checking account fees exceptions to early withdrawal penalties.

At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances: When an account owner dies, or is determined legally incompetent by a court or other body of competent jurisdiction.

### Share & Share Draft Account Fees

<b>NSF Overdraft*</b>	\$25.00	Per Item
<b>Member Privilege*</b>	\$25.00	Per Item
<b>Stop Payment</b>	\$25.00	Per Item
<b>IRA Early Closure Fee</b>	\$25.00	Per Closure
<b>Tellers Check (made payable to a third party)</b>	\$ 2.00	Per Check
<b>Replacement Debit Card (Not applicable for stolen cards)</b>	\$10.00	Per Card
<b>Reg D Over Maximum Transfers (limit 6 per month)</b>	\$25.00	Per Item
<b>Overdraft Transfer (up to 6 monthly)</b>	\$ 2.00	Per Transfer
<b>Photocopies</b>	\$ 2.00	Per Item
<b>Check Printing (automatically deducted from checking account)</b>	\$ Price Will Vary	

\*Fee applies to overdrafts created by check, in-person withdrawal, ATM withdrawal, or other electronic means

## Other Service Fees (applicable to all accounts)

<b>Returned Checks</b>	\$20.00	Per Item
<b>Money Order</b>	\$ 1.50	Per Item
<b>Gift Cards</b>	\$ 3.75	Per Card
<b>Reloadable Travel Cards</b>	\$ 6.50	Per Card
<b>Check By Phone</b>	\$ 4.00	
<b>Returned Printed Statements</b>	\$ 5.00	Per Item
<b>Returned eStatement Notification Email</b>	\$ 2.00	Per Statement
<b>Wire Transfer - Outgoing Wire</b>	\$15.00	Per Transfer
<b>- Outgoing Share to Share</b>	\$ 6.00	Per Transfer
<b>- International</b>	\$30.00	Per Transfer
<b>Account Reconciliation</b>	\$30.00	Per Hour
<b>Account Research</b>	\$30.00	Per Hour
<b>Inactive Account Fee</b> <b>Account inactive for 1 year and account balance less than \$100.00</b>	\$ 2.00	Per Month

## Electronic Services

### Online Advantage +

**Agreement & disclosure.** We are Maine State Credit Union, referred to as “we”, at mailing address PO Box 5659, Augusta, Maine 04332 and our phone number is 800-540-8707. “You” refers to the member-owner(s) of a share account who has requested Online Advantage + in connection with that account and any sub-account. You agree to the rules and regulations affecting the use of the Online Advantage + service provided by us for your convenience.

**Password.** The password will be your “remote banking signature,” and you are responsible for maintaining its confidentiality. The password 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 funds from your account(s) with the use of your password. If you provide your password to a third party or another individual, you will be responsible for all losses that occur as a result of this action. You cannot disclaim responsibility by notifying us, but we will block the account in an attempt to prevent future losses if you so request.

**Joint accounts.** The Online Advantage + password is issued only to the first member named on a share account and offers access to other accounts owned by that member. You should not disclose your password to any joint account holder of your share 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) of a family member on which you are a joint owner; however, if you do so, you agree to provide a copy of this Agreement to each owner of the account(s).

**Consumer liability for unauthorized Online Advantage + transactions.** Tell us at once if you believe your password 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 password without permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your password and we can prove that we could have stopped someone from using your password 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 sent 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 password 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.

**Types of transactions available.** You may use your password with the Online Advantage + 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 of record, make loan payments from any savings or checking account to any loan account and order checks.

**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 available 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 Advantage + transactions may be made 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 Advantage + 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). There is currently no fee for use of CUE-Statements, Online Advantage + or termination thereof. However, MSCU reserves the right to impose fees or to subsequently change any fee structure.

**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 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. See 'Account Statements Error Resolution section'

**Cancellation:** We may cancel your Online Advantage + privileges at any time without notice or cause. You may cancel this 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: If, through no fault of ours, you do not have enough money in your account to make the transfer. If the Online Advantage + system was not working properly and you knew it was not working properly when you started the transfer. If we have reason to believe that transactions involving your account(s) may be unauthorized, fraudulent, illegal or otherwise improper. Access to the Service may be unavailable at certain times for the following reasons:

- 1.) Scheduled maintenance. There will be periods when systems require maintenance or upgrades;
- 2.) Unscheduled maintenance. Service may be unavailable when unforeseen maintenance is necessary; or,
- 3.) System Outages. Major unforeseen events, including, but not limited to: earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages, which may cause system unavailability. MSCU will make all reasonable efforts to ensure the availability of the Service. However, MSCU is in no way liable for the unavailability of the Online Advantage + service or any consequential damages that may result.

**Modification:** This 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 Agreement.

## Mobile Banking Services

The following terms and conditions apply to the Mobile Banking service.

**1. About.** Mobile Banking is offered as a convenience and supplemental service to our Online Advantage + services. It is not intended to replace access to Online Advantage + from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your account information, transfer funds, and conduct other banking transactions. To utilize the Mobile Banking service, you must be enrolled to use Online Advantage +. We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We also reserve the right to modify the scope of the service at any time.

We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by law.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the service may not be supportable for all devices. The credit union cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

**2. Use of service.** In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your device and we will not be liable to you for any losses caused by your failure to properly use the service or your device.

**3. Other agreements.** You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements. The credit union, except as expressly otherwise stated herein; and with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other banking product accessed through this service is also subject to the Membership and Account Agreement, Electronic Funds Transfer Agreement and Disclosure, Online Banking Agreement, Account Rate and Fee Disclosures, Mobile Banking Services Agreement & Disclosures and your loan agreements. You should review the account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

**4. Permitted mobile banking transfers.** Transactions in Mobile Banking are subject to the terms and limitations disclosed in the Membership and Account Agreement, Electronic Funds Transfer Agreement and Disclosure, Account Rate and Fee Disclosures, and your loan agreements. You may transfer or withdraw up to the available balance in your account at the time of the transfer, except as limited under this agreement or your deposit or loan agreements. The credit union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may process transfers that exceed your available balance at our discretion. If we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit, you agree to cover any overdraft amount plus any applicable fees. We may limit the type, frequency and amount of transfers for security purposes and may change or impose the security limits without notice, at our option.



You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

## **5. You represent and agree to the following by enrolling in Mobile Banking or by using the service:**

**I. Account ownership/accurate information.** You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the device you will use to access Mobile Banking.

**II. User security.** You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your device unattended while logged into Mobile Banking and to log off after completing your transactions. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any losses you incur. You agree not to use any personally identifiable information when creating shortcuts to your Account. We make no representation that any content or use of Mobile Banking is available in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

**III. User conduct.** You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe on any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

**IV. No commercial use or re-sale.** You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

**V. Indemnification.** Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless the credit union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (i) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the service; (ii) your violation of any law or rights of a third party; or (iii) your use, or use by a third party, of Mobile Banking.

## **6. Remote deposit services**

**A. About.** The remote deposit capture services ("Mobile Deposit") are designed to allow you to make deposits to your accounts from your camera-enabled mobile device capable of capturing check images and information and electronically delivering the items and associated deposit information to the Credit Union or the Credit Union's designated processor. The device must capture an image of the front and back of each check to be deposited; must read and capture the magnetic ink character recognition ("MICR") line on each check; and must read and capture all such other data and information as is required by this agreement or Federal Reserve regulations for the processing of these checks for payment. The Credit Union offers the benefits and convenience of the Mobile Deposit to you at no cost. The Credit Union reserves the right to charge fees for the Mobile Deposit in the future.

**B. Eligible items.** You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to the Credit Union shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Maine (such scanned check image transmitted to

the Credit Union for credit to your account, a "Remote Item"). You agree that you will not use Mobile Deposit to scan and deposit checks or items that: (a) are payable to any person or entity other than you; (b) are drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder; (c) contain obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn; (d) were previously converted to a substitute check as defined in Reg CC without the Credit Union's prior written consent; (e) were previously converted to an image replacement document as defined in Reg CC without the Credit Union's prior written consent; (f) are drawn on a financial institution located outside the United States; (g) are remotely created checks, as defined in Reg CC; (h) are not payable in United States currency; (i) are dated more than six (6) months prior to the date of deposit; (j) are prohibited by the Credit Union; (k) are in violation of any federal or state law, rule, or regulation; or (l) are otherwise not acceptable under the terms of your Credit Union account.

**C. Image quality.** The image of an item transmitted to the Credit Union using Mobile Deposit must be legible and contain images of the front and back of the check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the check image: the amount of the check (both written and numeric); the payee; the signature of the drawer (maker); the date; the check number; the information identifying the drawer and the paying financial institution that is preprinted on the check including the MICR line; and all other information placed on the check prior to the time of an image of the check is captured (such as any required identification written on the front of the check and any endorsements applied to the back of the check).

**D. Endorsements and procedures.** You agree to restrictively endorse any item transmitted through Mobile Deposit as "for Mobile deposit only, member #, date, signature, MSCU" or as otherwise instructed by the Credit Union. You agree to follow any and all other procedures and instructions for use of Mobile Deposit as the Credit Union may establish from time to time. Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a check payable to you and any joint owner(s) of your Credit Union account, the check must be endorsed by all such payees and you may only use Mobile Deposit to deposit such checks into a Credit Union account jointly owned by all such payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and any non-joint owner, you may not deposit the check into your Credit Union account using Mobile Deposit.

**E. Receipt of items.** We reserve the right to reject any item transmitted through Mobile Deposit, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from the Credit Union that we have received the image. Receipt of such confirmation does not mean the transmission was error free or complete. Following receipt of such confirmation, the Credit Union will process the image by preparing a "substitute check" or clearing the item as an image.

**F. Availability of funds.** You agree that items transmitted through Mobile Deposit are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using Mobile Deposit will generally be made available the 2nd business day after the day you make your deposit. The Credit Union may, but is not required to, make such funds available sooner. The Credit Union may also delay availability for reasons including but not limited to fraud, check alteration and endorsement errors.

**G. Disposal of transmitted items.** After you receive confirmation that we have received an image, you must securely store the original check for 14 days after transmission to us and make the original check accessible to us at our request. Upon our request from time to time, you will deliver to us within two Business Days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after the 14-day retention period expires, you must destroy the original check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the original check, the image will be the sole evidence of the original check. You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid. For purposes of this Agreement, a "Business Day" means any weekday, excluding the following days: any federal banking holiday observed by the Federal Reserve.

**H. Returned deposits.** Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the financial institution

the item was drawn from, or are rejected or returned by a clearing agent or collecting Credit Union, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

**I. Mobile deposit security.** If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at 1-800-540-8707 with written notice at Maine State Credit Union, PO Box 5659 Augusta, Maine 04332, if you learn of any loss or theft of original checks.

**J. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction.** If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

**K. Deposit limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using Mobile Deposit and to modify such limits from time to time. Currently there is no limit on the number of deposits made in one day but there is a cap in deposit value of \$10,000 in one business day. Unless otherwise specified by the Credit Union, changes to such limits shall be effective immediately upon notice to you via email, the Credit Union's website, or via the Mobile Banking application.

**L. Contingency plan.** In the event you are unable to capture, balance, process, produce or transmit a file to the Credit Union, or otherwise comply with the terms or the Procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all checks to the closest Credit Union location. The deposit of original checks at an office of the Credit Union shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

**M. Errors.** You agree to notify the Credit Union of any suspected errors regarding items deposited through Mobile Deposit right away, and in no event later than thirty (30) days after the applicable Credit Union account statement is sent. Unless you notify the Credit Union within thirty (30) days, such statement regarding all deposits made through Mobile Deposit shall be deemed correct, and you are prohibited from bringing a claim against the Credit Union for such alleged error. Contact us by telephone at 1-800-540-8707 or with written notice at Maine State Credit Union, PO Box 5659 Augusta, Maine 04332 or through our Online Advantage + message board.