

Electronic Transfer Agreement and Disclosure

Agreement and Disclosure – We are the York County Federal Credit Union, referred to as "we", located at 1516 Main St., Sanford, Maine 04073 and our telephone number is 800-639-2802. You (if this is a joint account, singular pronouns shall refer to each of you) hereby agree to the rules and regulations affecting the issuance of the personal identification number, CU24, VISA Check Card, CU24 ATM card, CU Connect & Bill Payer, and/or Teller-Phone services provided by us for your convenience.

Personalized Identification Number (P.I.N.) – The P.I.N. is your "remote banking signature." You are responsible for maintaining its confidentiality. The P.I.N. should be memorized and not written, in order to prevent unauthorized use, and so you may report its loss or theft accurately. It is recommended, when using CU Connect and Bill Payer Services, that you select a P.I.N. which has a combination of numbers and letters.

Authorized Use – Only you are qualified to direct the deposit or withdrawal of funds to or from your account(s) whether with the use of the CU24 ATM or VISA Check Card and/or your P.I.N. at participating merchants or institution locations or remote facilities or otherwise. Positive identification may be requested by the participating merchant or institution prior to any transaction. You agree that you will not use or allow anyone else to use your card or P.I.N. for any transaction that is illegal under applicable federal, state, or local law.

Joint Accounts – The CU Connect P.I.N. is issued only to the first member named on a savings account and offers access to other accounts owned by that member. You should not disclose your P.I.N. to any joint account holder of your savings account. If you do, the joint account holder will have access to all accounts at the Credit Union owned by you, either individually or jointly. You may transfer funds to the account(s) 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 Electronic Funds Transfers made in connection with CU24 VISA® Check Card – This Section applies to Unauthorized Electronic Funds Transfers made in connection with a CU24 VISA Check Card – Tell us AT ONCE if you believe your card, P.I.N. 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 P.I.N. or accessed your account without your permission. Telephoning is the best way of keeping your possible losses down.

If a VISA or Interlink transfer was made using your card or card number without your permission and was not caused by your gross negligence or fraud, you will have no liability for this unauthorized transfer. 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 P.I.N. 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.

Consumer Liability for all other Unauthorized Electronic Funds Transfers – Tell us AT ONCE if you believe your card, P.I.N. or other information which could provide electronic access to your account has been LOST or STOLEN. Telephoning is the best way of keeping your possible losses down. If you tell us within two (2) business days, you can lose no more than \$50.00. If someone uses your card, P.I.N. or other information without your permission.

If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your card, P.I.N. or other information, and we can prove that we could have stopped someone from using your card, P.I.N. or other information 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.

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

Business Days – The Credit Union is open for business during the hours posted at its locations (except for state and federal holidays). The Credit Union's business hours may differ from location to location and the business hours may change from time to time.

Types of Transactions Available – You may use your card to withdraw from or make deposits to your savings, checking, or money market accounts, and perform such other financial transactions as we may from time to time permit during the business hours of any remote financial facility. You may also pay for purchases at places that have agreed to accept your card (called Point-of-Sale purchases). These Point-of-Sale purchases will be deducted from your checking account. You may use your P.I.N. to make withdrawals from your savings, checking, or money market accounts, to transfer between these same accounts, to make a payment on a loan with us and to inquire about your account balance.

You may use your P.I.N. with the audio-response or the home banking service to obtain account information related to any of your savings and loan accounts regarding current balances and account history; savings dividend rates; year-to-date and prior year dividends earned and interest paid on each account, and certificate maturity date(s). You may also make transfers to other savings or checking accounts of yours or such accounts you have authorized in writing prior to such transfer request, withdraw funds from savings and checking by check made payable to you and mailed to you at your mailing address, make loan payments from any savings or checking account, apply for a loan or line of credit, and request stop payments on checks drawn on your account(s). Stop payment requests can only be honored during Credit Union business hours posted at each of our locations and listed on the Credit Union's website.

You may also use CU Connect for bill payment services. Bill Payment Services are available through a payment service, referred to as "the service." Your personal information, including your name, address, and telephone number, will be printed on checks issued by the service. The service will notify

you by e-mail via CU Connect of any notification by a vendor that your name and/or account number are incorrect; if a payment has been rejected; or of incorrect information with respect to a transaction. It is your responsibility to read your e-mail and respond. It is also your responsibility to make any appropriate modifications or corrections with respect to any transaction or your account information.

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

CU Connect transactions may be made at anytime, seven (7) days a week, unless the service is unavailable due to computer back-up procedures or maintenance.

Limitation on frequency and amount of transactions – For your protection we have limited the amount of each withdrawal from an account to \$500.00 per day at a remote banking facility. You may buy up to \$1,000.00 worth of goods or services each day in our Point-of-Sale (POS) transfer service.

Delays in posting transactions – Due to the nature of the "ATM" system, there will be delays between the time of any activity on your account(s) and the time it is reflected in our records of your account(s).

Charge for originating shares and remote banking transactions – A transaction resulting in a withdrawal from your share draft account using the CU24 card or your P.I.N. or other information which could provide electronic access to your account is considered the same as any other share draft in regard to our service charge formula. The type of account determines if and when a fee will be assessed. All transaction fees will be deducted from your share draft account. If you do not have a share draft 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 (surcharge) 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.

Fees on Foreign Transactions – Purchase and cash advances made in foreign countries and foreign currencies will be billed in U.S. dollars.

A 1% International Transaction Fee will be assessed on all transactions where the merchant country differs from the country of the card issuer. The transaction amount will be shown separately from the International Transaction fee on your account statement. This fee will be assessed on all international purchases, credit vouchers, and cash disbursements.

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. This rate may vary from the rate VISA itself receives, or the government mandated rate in effect for the applicable central processing date plus the 1% International Transaction Fee.

Teller-Phone Service – You have ten (10) free phone calls per month. If you use the ten (10) phone calls in one month, any additional phone calls during that month will be charged a service fee of \$.75 per call.

CU Connect and CUe-Statements – These services are offered free to our members.

Conditions under which we will disclose information to a third party – You agree that we may, and you hereby authorize us to, disclose information to third parties about your account(s) or the transfers you make (1) where it is necessary for completing transfers; (2) in order to verify the existence and condition of your accounts for a third party such as a credit bureau or merchant; (3) in order to comply with government agency or court orders as; or (4) if you give us your permission.

Documentation of Transfer and Transaction – You will receive a copy of the deposit/withdrawal slip at the time a transaction is originated at an ATM or VISA debit point-of-sale. You will also receive on a monthly basis a statement of your account activity unless no electronic transaction were made to or from your account(s) during the month, in which case you will receive a statement at least quarterly. You will not receive any slip or confirmation of other transactions other than the monthly statement. Exception: A receipt may not be provided for any terminal based transaction that is \$15.00 or less.

Upon completion of a stop payment request, you will receive a confirmation number. You should record this number with your request.

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

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

If you tell us orally, we may require you send your complaint 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 errors promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days (five business days for debit card purchases) for the amount you think is in error, so you will have use of the money during the time it takes us to complete our investigation. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. If we ask you to put your complaint or question in writing and do not receive it within ten (10) business days, we may not re-credit your account. 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 such overdrafts, including customary and usual overdraft charges in the same manner as any other overdraft.

Cancellations – Your card and P.I.N. remain our property. Immediate surrender of either may be required by us at any time. We may cancel the card, P.I.N., CU Connect, Bill Payer and Teller-Phone, and/or any electronic funds transfer privileges at any time without notice or cause. You may cancel the Agreement(s) (Teller-Phone, CU Connect, Bill Payer, and Card Holder) at any time by providing us with written notice. Any cancellation or termination does not affect any of your existing liability to us.

Liability – If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance: If, through no fault of ours, you do not have enough money in your account to make the transfer. If the transfer would go over the credit limit on your overdraft line of credit. 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 your transfer. If circumstances beyond our control (such as a 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 Modifications – 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 member's account; however, we will notify you in writing thirty (30) days prior to the effective date to any other changes in any term or condition of the Agreement or your account, if such changes would result in greater cost liability for you or decrease access to your account.

Joint Accounts – All parties to a joint account each agree to be jointly and severally bound by its 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 report) 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 report. The P.I.N. may provide access to accounts owned by the primary member. Joint owners may have access to all of the primary member's accounts at the credit union, including accounts owned singly by the primary member or jointly by the primary member and other persons.

CUe-Statement Agreement

1. Electronic Statement – This Agreement governs the CUe-Statement service provided by York County Federal Credit Union. Please read it carefully. In this Agreement, the words "you," "your," and "yours" mean each and every person who utilizes the CUe-Statement service. The words "Me," "us", "our", and "Credit Union" mean York County Federal Credit Union. The words "the service" refers to the CUe-Statement service as defined below.

The Credit Union provides you with monthly and/or quarterly statements of your account(s) at the Credit Union. These statements include certain disclosures required by Federal and State regulators. The Credit Union will provide you with your statements, with applicable disclosures, electronically in accordance with the provisions of this Agreement. The statements and disclosures provided to you electronically are called the "CUe-Statement." The "CUe-Statement service" means the services the Credit Union provides to you under this Agreement.

You acknowledge receipt of this Agreement and agree to be bound by all the terms and conditions contained herein. You further agree to follow all instructions provided to you in connection with the service. The terms and conditions included in this Agreement are in addition to the terms and conditions of any and all other account or loan agreements you may have with the Credit Union, including all disclosures made pursuant to such agreements. You agree to abide by any terms and conditions which may be added to this Agreement because of future enhancements to the service.

2. The Service – Using your personal computer and designated user code and password, you can access your e-statements 24 hours per day, 7 days per week, as long as your credit union offers the service. You will be provided with instructions as to how to access your statements upon your consent to obtaining this service. When you receive your statement, you should review it carefully and either print or save the file for your records.

3. Your Rights under the Law

- a) Non-electronic Statement – You have the right to have your statement provided or made available to you in paper or non-electronic form. In order to obtain a paper copy of your electronic statement, contact Member Services and you will be charged \$2.00 for each such copy,
- b) Withdrawal of Consent – You have the right to withdraw your consent to have your statements provided in electronic form. There are no conditions, consequences or fees in the event you withdraw your consent. To withdraw consent you must contact Member Services either orally or in writing.
- c) Duration of Consent – Your consent to have your statements provided electronically applies for each statement provided and continues until we have received your withdrawal of consent in accordance with paragraph 3(b) of this Agreement.
- d) Accurate and Updated Information – In order to obtain your statements electronically, you must provide the Credit Union with an accurate email address. If the email address you provide is not accurate, the Credit Union assumes no liability for sending the statement notification to such address. If the email address you provide is not deliverable, the credit Union will provide your statements via U.S. mail to your address according to the Credit Union's records.

If you change your email address, you must provide us with your new address. You must also provide us with updated information any time that information is needed to provide your statements electronically. To provide an updated email address or other information, you must contact Member Services by the first of the month to give us time to affect the change.

4. Consent – In order to obtain your statements electronically, you must signify your consent in a manner that reasonably demonstrates that you can access the statements electronically; The Credit Union will provide you with instructions as to the procedure for such consent.

5. Termination of Agreement and Service – You may cancel this Agreement and terminate the service at any time by withdrawing your consent under paragraph 3(b) of this Agreement. The Credit Union may terminate this Agreement or the Service at any time by giving you 30 days notice in writing or electronically. Termination of this Agreement and/or the services will not affect obligations to the Credit Union that are outstanding as of the date of termination.

6. Amendments – The Credit Union may amend this Agreement at any time. You will receive notice of any such amendments in accordance with applicable law.

CUe-Statements – I authorize the Credit Union to discontinue sending me my statements of my Credit Union accounts via the U.S. mail and to provide my statements to me electronically. I understand that my electronic statement information will be available to me via the Internet through a secured user code/password login and that I must consent to the receipt of my statements electronically in a manner that reasonably demonstrates that I can access the statements electronically, in accordance with the procedures provided to me by the Credit Union. I also understand that I may receive additional messages and email notifications from the Credit Union.

CU24 ATM/Visa Check Card – Signature(s) are required before ATM or VISA[®] Check cards are issued.

Fees – I authorize the Credit Union to debit my share and/or checking account for ATM/VISA Check Card and Teller-Phone fees. (see Fee Schedule)

By selecting "I Agree" you are signing that I/we acknowledge receipt and agree to abide by the terms of the Electronic Funds Transfer Disclosure & Teller-Phone, CU Connect, CUe-Statement and Card Holder Agreements, which may be modified from time to time by the Credit Union. Consumer reports (credit reports may be obtained in conjunction 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 file names and addresses of the consumer reporting agencies (credit bureaus) that furnished the reports.