



Membership Agreement and Disclosures

“You” and “Your” shall mean the member who owns the account at the credit union, as well as any other owner of the account. Casco Federal 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 non-profit and exists only to serve you, not to make money. 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. 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. The credit union reserves the right to change any and all terms and conditions to any of them. You will receive notice of any changes in terms in accordance with all applicable state and federal laws and regulations. The terms and conditions as set forth in the Agreement are applicable to all types of account offered by your credit union. There may be different or specific terms and conditions which apply to certain accounts. Those different or specific terms are contained in the membership card, share certificate, or other documents evidencing the account. To the extent that those documents contain different terms from, or terms that are not included in, this Agreement, the terms in those documents supersede the terms contained in this Agreement.

Privileges of Credit Union Membership

Credit Union Membership carries with it many privileges, including check-cashing ability; the ability to open accounts other than the ordinary share accounts, such as share draft accounts; to make and receive electronic funds transfers and wire transfers; and to obtain loans and lines of credit. However, it is 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.

Account Ownership

You can structure the ownership of your account(s) at your credit union in a variety of ways. Rights and obligations relating to the account will depend on the type of ownership of the account.

1. *Sole Accounts.* If you are the sole owner of an account, only you can make deposits or withdrawals or otherwise have access to the funds in the account. Under Maine law, upon your death, the funds in the account are distributed in accordance with the terms of your will or, if you do not leave a will, the intestacy provisions of the Probate Code.
2. *Joint Accounts.* Any joint owner has an equal right of access to the funds in a joint account and can withdraw all of the funds in the account at any time without permission from or notification to the other joint owner(s). At the death of one joint owner, the funds automatically belong to the surviving joint owner(s). Joint owners do not have to be credit union members. Any person named as a joint owner of your regular share account will

also be a joint owner of all your other sub accounts of the regular share account at your credit union unless otherwise specified in writing. Exceptions to this rule include share draft checking, share certificates and IRAs, which require separate signed agreements.

3. *Payable on Death Accounts.* Payable on death accounts belong to the person(s) listed as the owner or owners of the account during their lives. On death, the funds automatically belong to the person or persons designated as payable on death beneficiaries. Any person named as a payable on death beneficiary of your regular share account will also be a payable on death beneficiary of all your other accounts at your credit union, except for share draft (checking) accounts and IRA accounts.
4. *Non-Consumer Organizational Accounts.* The above are account types of "consumers," i.e., individuals who hold accounts for the personal, family, and household purposes. Non-consumer accounts may be opened by members and may include accounts owned by members that are organizations. The funds in an organizational account are owned by a corporation, 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.

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 your default in paying the amount you owe.

Account Closing

Your regular credit union share account cannot be closed until all amounts you owe your credit union are paid in full and all other accounts that you have with your credit union are closed.

Endorsements

All check/share draft endorsements must be made in the first one and on-half inches of the trailing edge of the back of the check/share draft. The trailing edge is opposite the left side of the face of the check. You will be responsible for any costs incurred by your credit union due to delays in returning checks or share drafts deposited into your account that do not comply with these endorsement standards.

Share Insurance

Funds in your accounts at your credit union are insured to at least \$250,000 by the National Credit Union Administration (NCUA), an agency of the United States Government. IRA and Keogh accounts are insured separately up to \$250,000. Copies of the NCUA brochure *Your Insured Funds* are available at each branch office and main office of the credit union and are also available upon request.

Governing Law

The rights, duties, obligations, and liabilities of you and your credit union in connection with your membership and account(s) are and shall be controlled by Maine and/or federal law as applicable and in effect at the time the rights, duties, obligations, and liabilities arise, other than as specifically set forth in the Agreement, your credit union charter and bylaws, or your specific account documentation.

Regulation CC: Funds Availability Disclosures Important Information on Deposits, Holds, and Withdrawals

Your Ability to Withdraw Funds at Your Credit Union

General Policy

Our policy is to make funds from your cash and check deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sunday, and state and federal holidays. If you make a deposit before 4:00 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 4:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Reservation of Right to Hold

In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$100.00 of your deposit may be available immediately. If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Hold on Other Funds

If we cash a share draft or check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you have 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 corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Longer Delays May Apply

We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- We believe a check you deposited will not be paid.
- You re-deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the ninth business day after the day of your deposit.

Deposits at Automated Teller Machines

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

Special Rules for New Accounts

If you are a new member, the following special rules will apply during the first thirty (30) days your account is open. Funds from electronic direct deposits to your account will be available to you on the day we receive the deposit. Funds from deposits of cash, wire transfers and the first \$5,000 of a day's total deposit of cashier's, certified, teller's, traveler's and federal, state, and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be

available on the fifth day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of the credit union's employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check or share draft deposits will be available on the ninth business day after the day of your deposit.

Foreign Checks

Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which it is drawn.

Share Draft Agreement with Limited Overdraft Transfer Clause

You and any other joint owner agree that:

- (a) By signing the appropriate account documentation as provided by your credit union, you authorize your credit union to establish a special share account for you to be known as a "share draft" or checking account. Your credit union is authorized to pay share drafts or checks, signed by you or any other joint owner of the account and to charge the payments against the share draft account.
- (b) The credit union is under no obligation to pay a share draft which exceeds the balance in the share draft account; the credit union may, however, up to a maximum of six (6) times per calendar month, pay such a share draft and charge the amount of resulting overdraft plus a service charge against any other share account from which the person who signed the share draft is entitled to withdraw shares; the credit union is under no obligation to pay a share draft on which the date is more than six months old.
- (c) Transactions may not be processed in the order in which they occur. The order in which transactions are received and processed may impact the total amount of fees incurred by the member.
- (d) Except for negligence, the credit union is not liable for any action it takes regarding the payment or non-payment of a share draft.
- (e) Notwithstanding Paragraph (d) above, the credit union is not liable for any loss incurred or damage sustained due to the premature payment of a post-dated share draft.
- (f) Any objection respecting any item shown on a monthly statement of the share draft account shall be waived unless made in writing to the credit union on or before the thirtieth day following the day the statement is mailed.
- (g) All non-cash payments received on shares in the share draft account will be credited subject to final payment.
- (h) The share draft account shall be subject to service charges and fees in accordance with the Fee Schedule adopted by the credit union from time to time.
- (i) The use of the share draft account is subject to such other terms, conditions, and requirements as the credit union may establish from time to time.
- (j) This agreement is subject to the additional terms and conditions of any joint share account agreement that applies to a share account in the names of the joint owners of this share draft account; or, if there is no such agreement, this agreement is subject to the additional terms and conditions printed below.

Additional Terms and Conditions (Joint Share Draft Account Agreement)

The credit union is hereby authorized to recognize any of the signatures on the share draft account documentation referenced above in the payment of funds or the transaction of any business for the share draft account. The joint owners of the account hereby agree with each other and with the credit union that all sums now paid in on share, or previously or subsequently paid in on shares by any or all of the joint owners to their credit union as joint owners, with all accumulations thereon, are and shall be owned by them jointly, with right of survivorship and be subject to the withdrawal or receipt of any of them, and payment to any of them or the survivor or survivors shall be valid and discharge the credit union from any liability for such payment. Any or all of the joint owners may pledge all or any part of the shares in the account as collateral security for a loan or loans. The right or authority of the credit union under this agreement may not be changed or terminated by the owners, or any of them, except by written notice to and consent of the credit union, which shall not affect transaction made prior to such notice and consent.

*Note: These Additional Terms and Conditions apply only if there is no joint share account agreement that applies to a share account in the names of the persons whose signatures are subscribed on the share draft account documentation.

Electronic Funds Transfers Agreement (EFT) Initial Disclosure (No Access Device)

The agreement covers ETFs made to or from your account without the use of a card or PIN.

1. Merchants and other payees may be authorized to electronically debit your share draft or checking account using information you provide on or with a share draft or check. These debits are electronic funds transfers 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.
2. 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 electronically debit your share draft or checking account using information you provide on or with a share draft or check. These debits are EFTs subject to this agreement.
3. For a Share, Savings, or other account in which transfer limitations apply, no more than six (6) preauthorized, automatic, telephone transfers or transfers made by check, draft, or debit card may be made from these accounts to another account of yours or to those of a third party in any month. If you exceed these limitations, your account may be subject to a fee or may be closed.
4. 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 our Fee Schedule for current fees.
5. The business days of the credit union are Monday-Friday. 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, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
6. Here is a summary of your right to receive documentation of EFTs:

Periodic Statement: You will receive quarterly account statement on share accounts. You will receive a monthly account statement on share accounts if any EFT or Supervisory Committee Audit occurs during that month. You will receive a monthly account statement of share draft accounts.

Notice of Credits: If you have arranged to have EFT deposits made to your account, you can call us at (207) 839-588 to find out whether or not the deposit had been made.
7. 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) 839-588 or write us at P.O. BOX 87, Gorham, Maine 04038 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 three (3) business days after you call. You will be charged for each stop payment order given. Refer to the Rate and Fee Schedule for current fees.
8. 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 of 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:
 - i. If, through no fault of ours, you do not have enough money in your account to make a transfer.
 - ii. If the transfer would go over the credit limit on your overdraft line.
 - iii. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
 - iv. If we have reason to believe that transactions involving your account may be unauthorized, fraudulent, illegal, or otherwise improper.
9. Here are the circumstances under which we will disclose information to third parties about your account or the transfers you make:
 - i. When necessary for completing transfers.
 - ii. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.

- iii. In order to comply with government agency or court orders.
- iv. If you give us written permission.
- v. Where permitted under applicable law.

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 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.

This section applies to Consumer Accounts Involving Electronic Funds Transfers.

Tell us at once if you believe your card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card or PIN, you can lose no more than \$50. If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, PIN, or other means, *tell us at once*. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If extenuating circumstances (such as a long trip or a hospital stay) kept you from telling us, we will extend the time for reasonable periods.

Contact in the Event of Unauthorized Transfer. If you believe your card or PIN has been lost or stolen, call (207) 839-5588, or write us at Casco Federal Credit Union, P.O. BOX 87, Gorham, Maine 04038. You should also call the number or write to the address above if you believe a transfer has been made using the information from your check without your permission.

Fair and Accurate Credit Transactions Act Notice

We may report information about your account to credit bureaus. Late or missed payment, or other defaults, may be reflected in your credit report.

CU24SM Visa Check Card

Electronic Funds Transfer and Cardholders Agreement

We are Casco Federal Credit Union at 375 Main Street, Gorham, Maine 04038, and our telephone number is (888) 395-5588.

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 "CU24SM Visa® Check Card" provided by us for your convenience.

Personal Identification Number (P.I.N.) – will be your "remote banking signature", and you are responsible for maintaining its confidentiality. The P.I.N. should be memorized and not written, in order to prevent unauthorized use and so you may report its loss or theft accurately. Authorized Use – Only you are qualified to deposit or withdraw funds to or from your account(s) with the use of the CU24SM Visa Check Card at participating merchant or financial institution locations or remote facilities, and positive identification may be requested by the participating merchant or financial institution prior to any transaction. You agree that you will not use or allow anyone else to use your card or P.I.N. for any transaction that is illegal under applicable federal, state or local law.

Consumer Liability for Unauthorized Transactions – 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 you tell us within two 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 the theft or loss 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 that you did not 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 hospital stay kept you from telling us, we will extend the time period.

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 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 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 Visa Check Card on a PIN-Debit Network (a non-Visa network) without using a PIN to authenticate your transactions. (Visa rules generally define a PIN-Debit Network as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.) The non-Visa debit network for which such transactions are allowed is NYCE.

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa Check Card include signing a receipt, providing a debit card number over the phone or via the internet, or swiping the debit card through a point of sale terminal. Examples of the types of actions you may be required to make to initiate a Visa transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via the 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 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 (888)395-5588 or write us at the address given at the beginning of this agreement.

Types of Transactions Available and Limits on Such Transactions – You may use your card to withdraw from or make deposits to your share 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 FOUR HUNDRED DOLLARS (\$400.00) per day at a remote banking facility. You may buy up to ONE THOUSAND DOLLARS (\$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 Transaction – A transaction resulting in a withdrawal from your checking account using the CU24SM Visa Check Card or your P.I.N. or other information which could provide electronic access to your account is considered the same as any other type of check 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. 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.

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

Visa assessed surcharge/access fee for ATM or manual cash disbursement transactions initiated outside the U.S. region- *Visa assesses a cash disbursement fee of U.S. \$1.25 on international 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 we have your permission.

Documentation of Transfer – You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or Visa debit Point-of-Sale (POS) terminal. You will also receive on a monthly basis a statement of your account activity.

Error Resolution: This Section Applies to Consumer Accounts – Telephone or write us AS SOON AS YOU CAN if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than sixty (60) days after we send you the FIRST statement on which the problem or error appeared. Provide the following information: (1) Your name and account number. (2) Describe the error or the transfer you are unsure about, and a clear explanation of why you believe it is an error, or why you need more information. (3) The dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. For new accounts, Point-of-Sale, or international transactions, we may take up to ninety (90) days to investigate your complaint or question.

If we decide to do this, we will credit your account within ten (10) business days (five (5) business days for Visa Check Card purchases) for the amount you think is in error, so you will have the use of the money during the time it takes to complete our investigation. For new accounts, we may take up to twenty (20) days to credit your account for the amount you think is in error. If we ask you to put your complaint or question in writing and do not receive it within ten (10) business days, we may not credit your account. 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) create a negative balance in your account, you agree to repay to us the amount of the overdraft, including customary and usual overdraft charges in the same manner as any other overdraft on your account.

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

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

We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If we have reason to believe that transactions involving your account may be unauthorized, fraudulent, illegal or otherwise improper.

We expressly disclaim all warranties that the components, including, but not limited to, cards and terminals, will function properly or be available for use.

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. 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.

CUonline, Electronic Bill Pay, and Teller-Phone Agreement and Disclosures

We are Casco Federal Credit Union, referred to as “we”, located at 375 Main Street, Gorham, Maine 04038, and our phone number is 888-395-5588. “You” refers to the member-owner(s) of an account who has requested CUonline Service in connection with that account and any sub-account. You agree to the rules and regulations affecting the use of your username and access code and CUonline Service provided by us for your convenience. Your username and password will be your “remote banking signature,” and you are responsible for maintaining its confidentiality. The username and 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 username and password.

Consumer Liability For Unauthorized CU online Transactions – Tell us at ONCE if you believe your username or 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 mailed to you, you may not get back any money you lost if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as long trip or hospital stay) kept you from telling us, we will extend the time periods. We are liable only for losses in excess of the limits stated.

Notification Procedure – If you believe that your username and 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.
Business Hours and Locations – 375 Main Street, Gorham are Monday-Friday 7:00a.m.-4:00p.m.
35 Cumberland Street, Westbrook are Monday-Friday 8:00a.m.-5:00p.m.
397 Ossipee Trail, Gorham are Monday-Friday 9:00a.m.-5:00p.m.

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

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

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 required or 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. You will not receive any other receipt or confirmation of a transaction.

Error Resolution – Telephone or write us at the number and address shown at the beginning of this Agreement, as soon as you can, if you think your statement is wrong, or if you need more information about a transfer listed on the statement. We must hear from you no later than sixty (60) days after we send you the first statement on which the problem or error appeared. Provide the following information: 1.) Your name and account number. 2.) Describe the error or the transfer you are unsure about, and a clear explanation of why you believe it is an error, or why you need more information. 3.) The dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. For international transactions, we may take up to ninety (90) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so you will have the use of the money during the time it takes to complete our investigation. For new accounts, we may take up to twenty (20) days to credit your account for the amount you think is in error. If we ask you to put your complaint or question in writing and do not receive it within ten (10) business days, we may not 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 and if funds had been given provisional credit the credit union will debit your account the provisional amount.

Cancellation – We may cancel your CUonline 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 CUonline system was not working properly and you knew it was not working properly 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.

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.

I accept and agree to abide by the terms and conditions of the CUonline Agreement and Disclosures as modified from time to time by the Credit Union. I will provide a copy of this agreement and disclosures to each of the Joint Owners referenced above after I receive it.

Business Days – Our business days are Monday through Friday 7:00 a.m. to 5:00 p.m., excluding state and federal holidays, please contact us for branch specific hours.

CUE-Statement Agreement

I would like to receive my monthly and quarterly share/checking statements of my Credit Union accounts electronically. I acknowledge receipt of the CUE-Statement Agreement, which sets forth the terms of my use and my rights and obligations in connection with the CUE-Statement services. I authorize Casco Federal 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 username and access code login authentication 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.

1. Electronic Statement

This Agreement governs the CUE-Statement service provided by Casco Federal Credit Union, located at 375 Main Street, Gorham, ME 04038. Our phone number is 888-395-5588. 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 “we,” “us,” “our” and “Credit Union” mean Casco Federal Credit Union. The words “the service” refer 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 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, you must: Contact the Credit Union and request a copy of your statement be sent via the U.S. Mail to your address on file. Your account will be charged \$5.00 for each statement month requested.

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: Request in writing, to the address indicated at the beginning of this disclosure, to discontinue electronic delivery of statements and resume delivery by the U.S. Mail.

c) Duration of Consent

Your consent to have your statements provided electronically applies for each statement provided after we have received

your consent and will continue until you withdraw your 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 the Credit Union with your updated information.

4. Hardware and Software Requirements

The following hardware and software are required for access to and retention of your statements electronically. Minimum requirements for PC, Macintosh and Compatibles · 166 MHz Pentium processor for PCs and compatibles (180 MHz PowerPC 603e processor for Macintosh) · 32 MB of RAM · 15-inch monitor (800x600 resolution suggested) · Standard keyboard and mouse · Internet connection · Netscape® 4.8 or higher or Microsoft® Internet Explorer 5.5 or higher (with 128-bit encryption) · Adobe Acrobat Reader® 3.0 or higher (available for downloading at CUe-Statement web site) If the hardware or software requirements needed to access and retain your statements change, the Credit Union will provide you with a statement of the revised hardware and software requirements. In the event of such change, you will have the right to withdraw consent to receive your statements electronically without the imposition of any fees for the withdrawal of consent and without the imposition of any other conditions or consequences. You must consent to continue to receive your statements electronically after such hardware and/or software change in the same manner in which you must initially consent to receive the statements electronically under this Agreement.

5. 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.

6. 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.

7. Amendments

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