



**SEABOARD**  
FEDERAL CREDIT UNION

*The smart place for your money*

Effective March 15, 2024

# Membership Agreement: Important legal information and disclosures

This Agreement is subject to Arbitration under the state laws as stated in the section, herein, titled “Resolving Claims” and The Federal Arbitration Act §9 USC 1 ET SEQ. on pages 43-48. This Section explains any opt-out rights you may have and steps to exercise such rights. These terms will be read to be consistent with Maine Laws including Title 10 Chapter 212-B § 1393 to the extent application of any provision herein is limited.

**Notice to Members: Your relationship with the Credit Union is also governed by state and federal laws, which may change from time to time. The body of law is too large and complex to be reproduced here. The purpose of this Agreement is to: (1) summarize the rules applicable to common transactions; (2) establish rules to govern transactions not regulated by state or federal law; (3) establish variations that will apply to certain rules, events or transactions as permitted by applicable law; and (4) provide you with certain disclosures and information regarding our policies as required by law. By signing an Account Agreement (Membership Agreement) or your use or continued use of any account or account services after receiving this Agreement, notice of its availability or notification of any change in terms, you, jointly and severally, agree that you understand and agree to the terms and conditions stated in this Agreement, and the Schedules, as amended from time to time. This Agreement governs all services whether open now or opened in the future and we may modify, change, add provisions or terms we deem necessary or in the best interests of the Credit Union, or amend the terms of this Agreement, the Rate and Fee Schedule and Privacy Policy at any time, and any change shall be immediately effective unless otherwise specifically required by applicable law.**

**Active Military Members and Dependents: Any terms or conditions herein contrary to the Military Lending Act (“MLA”) are void for the period(s) during which you are entitled to the protections of the MLA.**

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## INTRODUCTION

Seaboard Federal Credit Union would like to thank you for being a member. The following definitions will assist in the understanding of the Agreement:

1. The words “you” or “yours” means each account owner, authorized signer, and any other person authorized to make transactions regarding an account or service.
2. The words “us”, “we”, “our” or “Credit Union” means Seaboard Federal Credit Union.
3. A Member is a person, sole proprietorship or legal entity (Partnership, Limited Partnership, Limited Liability Company (LLC), S-Corporation, Corporation or other Informal Entity) who has met the requirements of membership and has joined the Credit Union as shown below.
4. An Owner is a person who may take actions, conduct transactions and use a Credit Union account, product and services.

This Agreement applies to new and existing consumer and business accounts and, together with the following documents, is your contract with Seaboard Federal Credit Union (herein “Credit Union”) and constitutes the “Agreement” that governs your account(s) with the Credit Union:

- The Membership Rate & Fee Schedule (“Consumer Schedule”) or the Business Membership Rate & Fee Schedule (“Business Schedule”),
- Our privacy policy, and
- Any additional disclosures, amendments, or addenda we provide to you.

This Agreement replaces all prior Agreements regarding your account, including any verbal or written statements or representations. When you sign an account Membership Agreement or use your account, including any account service, you and anyone else identified as an owner or authorized signer on your account consent to the terms of this Agreement. We regularly update this Agreement. You are responsible for ensuring that any authorized signer is familiar with this Agreement. If you keep your account open after we change this Agreement or end a fee waiver, you agree to the changes. We recommend you keep a copy of this Agreement — and any changes we provide to this Agreement — for as long as the accounts are open. You can get a copy of the current Agreement at [www.seaboardsfcu.com](http://www.seaboardsfcu.com) or by visiting your local branch, or by phone at the numbers below.

### Questions? We are here for you, please contact us via:

Online	<a href="mailto:info@seaboardsfcu.com">info@seaboardsfcu.com</a>
Phone	Consumer or Business Banking 1-800-639-2206 or 207-469-6341
Mail	Seaboard Federal Credit Union PO Box G Bucksport, ME 04416

### BECOMING A MEMBER

Seaboard Federal Credit Union is a not-for-profit co-op owned by you and your fellow members. The Credit Union exists only to serve its members. Our mission statement is “Committed to meeting the financial needs of our members.” As a member, you are an owner of the Credit Union and are able to vote for volunteers to serve on the Board of Directors. Each member has one vote regardless of his or her investment in the Credit Union. The Board appoints various committees including the Supervisory Committee that contracts with an independent certified public accounting firm to audit the Credit Union’s financial records. To be eligible to join the Credit Union, a person needs to either live, work, worship, or attend school in Hancock, Penobscot, Waldo or Washington Counties in Maine. For a business membership, the business needs to be located in Hancock, Penobscot, Waldo or Washington Counties of Maine or all owners of the business must qualify for individual membership. In addition, a member of a person’s immediate family or those living in the same household as someone that is a member may join. Membership is attained by opening and maintaining a share deposit (savings account) of \$5.00.

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## General Terms

This Agreement and the applicable Rate and Fee Schedule [consumer or business as applicable] ("Schedule") explain the rules which govern your account(s) and account services with us. Please read this Agreement and the Schedule carefully and keep them in a safe and convenient place.

<b>Terms, conditions and limitations of your relationship with the Credit Union:</b>	<p>The following terms govern our relationship with you. All Credit Union services are further governed by the terms and conditions set forth in any future agreements and/or disclosures together with the Credit Union's Bylaws, Policies and Procedures, which are herein collectively referred to as "Agreement". The Credit Union's Member Conduct, Behavior and Loss Policies are provided herein; and you agree to abide by these terms at all times. To the extent there is any conflict between the terms of this Agreement and any of these items or any other documents, the terms of this Agreement shall govern. This Agreement governs all services whether open now or opened in the future. This Agreement is binding upon the account owner and all parties hereto together with their heirs, successors, assigns and any other person claiming any right or interest under or through said parties. You agree at all times that you will comply with all applicable laws, treaties, rules, regulations, or regulatory guidance of the government of the United States, as the same may be amended and in effect from time to time; and you agree that such law shall govern despite any other general or specific terms or conditions set forth in the entirety of this Agreement.</p> <p><u>Personal / Business:</u> Unless an account is expressly opened for business, you agree that all accounts and services will be for personal, family and household purposes. If we ascertain that you are not complying with this obligation, we may require the account(s)/services(s) be closed or converted to business.</p> <p><u>Disabilities:</u> We will accommodate reasonable requests to assist members with disabilities. In order to do so you agree to notify us of any disability and/or accommodation requests.</p>
<b>Rate and fee schedules</b>	All Account rates, fees we may charge, limitations and other important features of your accounts and services with us are addressed in the accompanying Rate and Fee Schedules, which are incorporated herein by reference as an important part of this Agreement.
<b>Compliance with laws and inappropriate transactions or account relationship</b>	You agree to comply with all laws, rules and regulations. You also warrant and agree that you will not use any Credit Union Accounts or Services, including but not limited to loans, to make or facilitate any illegal or inappropriate transaction(s) as determined by applicable law as we in our discretion may deem inappropriate; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or Third-Party Service Providers' Rules may limit or prohibit certain transactions. The Credit Union may decline to accept, process or pay any transaction that we believe to be illegal, improper or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. You understand and agree such limitations/prohibitions are not within the Credit Union's control and that the Credit Union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction.
<b>Credit Union's right to investigate</b>	It is agreed that it is critical to the Credit Union and its members that the Credit Union have full rights to investigate all transactions, methods and means of making transactions to protect its members and the Credit Union. Therefore, it is agreed that upon notification of any claim of error, unauthorized transaction(s) or other notification related to or arising from any transaction(s), methods or means of making transactions the Credit Union shall have full rights of investigation to extend to all persons, means and methods of making transactions.

<p><b>Credit reports, membership-account eligibility, other Credit Union services and social-media:</b></p>	<p>To verify your eligibility or continued eligibility for membership, any account(s), service(s), or loan products; increases or decreases in services and/or credit limits, now and in the future; or as needed to comply with any applicable law, regulation or governmental agency requirements including but not limited to escheatment/abandoned property, privacy, or other issues that may affect your rights, or pursuant to any reasonable actions we take to ensure our compliance with such laws, regulations or governmental agency requirements (all of which are deemed permissible purposes by you and us) you authorize us to make inquiry to determine your employment history and to obtain information concerning any accounts with other institutions and your credit history, including consumer credit reports. You agree that this authority applies to any account, account-related service, loans or other financial products you request or which we may offer or make available to you. We may also report information concerning your account(s) and credit to others. You also understand that you may elect from time to time to use Credit Union or other parties' social media tools and sources; that there is no claim of privacy or privilege regarding information shared or discernible from such use or sharing; and the use of such information by us does not violate your privacy or other rights. If you have consented to communicating with us via social-media we may use any social media addresses you may establish from time to time.</p>
<p><b>Privacy in addition to the Credit Union's general privacy policy</b></p>	<p><u>Privacy and Confidentiality:</u>  Every person on the Credit Union's premises has the expectation and right that their private and confidential information will be protected and remain private and confidential. Thus, the Credit Union prohibits any photography, filming or recording of any type using any device that has or may have the potential to record by any means on any Credit Union premises, including at or near any ATM or other device which may display or allow determination of confidential information without the Credit Union's prior express permission. The Credit Union's general privacy policy is provided later in this Agreement or via a separate disclosure provided at account opening.</p> <p><u>Agreed Exception to Privacy Restrictions – Fraud or Financial Exploitation:</u>  It is agreed that fraud and financial exploitation are serious matters that can expose both members and the Credit Union to risks and losses. This particularly affects the elderly but can harm anyone. To help combat suspected fraud and financial exploitation it is agreed that the Credit Union may report such suspicions to persons (including but not limited to family members) who we in good faith believe may be able to provide assistance and/or protections. The option to report is completely voluntary and imposes no obligations on the Credit Union.</p>
<p><b>Reassignment of account numbers, access devices and related matters</b></p>	<p>If we suspect fraud, illegal or improper activity, or if we have any legitimate need to makes changes pursuant to Credit Union policies or operational requirements; we may, at our discretion, transfer your existing account(s) to replacement account(s) with a new account number(s). We may also make this reassignment when your account is reported compromised by you. If we issue you a replacement account number, all terms of this agreement will continue to apply, without interruption, as if you retained the discontinued account number. We may also reissue new access devices, and require you change access via user names, passwords and other actions as deemed necessary to accomplish the purposes for any reassignment hereunder. You agree that this will not create a new customer relationship and our existing relationship will continue uninterrupted with this reassignment.</p>

## Lien and Collateral Rights of the Credit Union

As a member owned cooperative, we have the following Lien Rights as a matter of law and/or by agreement.

<p><b>STATUTORY AND CONSENSUAL LIENS ON SHARES</b></p>	<p>By signing a Membership Agreement or other agreement conveying a pledge or security interest in shares, or your use of any accounts or services, you have given the Credit Union a lien on any and all funds (“shares”) in all joint and individual share accounts, together with all dividends, regardless of the source of the shares or any individual owner’s contributions. This lien secures any account owner’s joint and individual obligations to us now or in the future, whether direct, indirect, contingent, or secondary; and has priority over all other claims. You agree that this lien is created and/or impressed, as applicable, as of the first date that any applicable account is opened with us. This lien secures all debts you owe us, including but not limited to those arising pursuant to any loan agreements, or under this Agreement, or arising from any insufficient funds item; or fees; or costs; or expenses; or any combination or all of the above. You authorize us to apply shares to any obligations owed to us if you default or fail to pay or satisfy any obligation to us, without any notice to any account owner or other party. The Credit Union’s rights are immediate and apply to all accounts.</p>
<p><b>Right of set off</b></p>	<p>You agree that the Credit Union at all times retains the common law equitable right of set off against shares with regard to any debt or obligation owed to us individually or otherwise, which right may be exercised by us without legal process or notice to any account owner.</p>
<p><b>Status quo – collateral preservation</b></p>	<p>You specifically agree that all shares on deposit constitute collateral for all obligations owed to the Credit Union. You agree that the Credit Union has the right to preserve this collateral, and may use appropriate administrative procedures (including but not limited to placing a temporary hold or “freeze” on such funds) to safeguard such funds if the Credit Union at any time has reason to believe such collateral may be impaired or at risk due to any default, bankruptcy, breach of any agreement or promise, or as otherwise provided for by our agreements or applicable law, without notice to any owner. In the case of any bankruptcy proceeding, the Credit Union has a right to preserve such collateral as set forth herein as cash collateral; and is not required to surrender or turnover such collateral absent the owner’s filing any appropriate motions and the entry of an order either providing for adequate protection of the Credit Union’s rights in such collateral, or modifying or terminating the automatic stay as to such collateral. You further agree that the Credit Union’s exercise of this right to safeguard or “freeze” funds on deposit shall not constitute a violation of the automatic stay afforded by the Bankruptcy Code.</p>
<p><b>Opening Accounts</b></p>	
<p><i>This section applies to consumer accounts only unless otherwise specifically noted.</i></p>	
<p><b>Forms of account ownership</b></p>	<p>You may open an account that you own alone, referred to as an “individual account” or with more than one person or persons, referred to as a “multiple-party account” or a “joint account”. For purposes of this Agreement, if the account is owned with more than one person, we use the term “joint account”.</p>
<p><b>Individual account (No Payable on Death assigned)</b></p>	<p>An individual account is owned by you alone, which you as the account owner use during your lifetime. Only you can access the funds in your account. Upon your death, the funds in your account will go to your estate and may be claimed by a representative of your estate or other claimant that is authorized by law. It is solely your responsibility to inform your representative of your estate about any accounts you may have with us. The account owner may name a Payable on Death (POD) Beneficiary (See Accounts with Payable on Death section on page 8).</p>

<p><b>Joint account ownership</b></p>	<p>A joint account is an account owned by two or more persons. All joint owners agree that all sums now paid in or hereafter paid in by any one or all account owner(s), including all dividends, if any, are and will be owned by all account owner(s) jointly and equally regardless of their net contributions with a right of survivorship and will be subject to withdrawal or receipt by any of the account owner(s) or the survivor(s) of any of the account owner(s). A right of survivorship arising from the express terms of a joint account cannot be changed by a will. We are not obligated to inquire as to the source of funds received for deposit to a joint account or to inquire as to the proposed use of any sums withdrawn from the account for the purpose of establishing net contributions.</p> <p>Being a joint owner of a member’s account does not constitute Credit Union membership for the joint owner. To be a member of the Credit Union, you must have an account with you listed as the first signature on a Membership Agreement and purchase the required share. Joint owners may be non-members. However, any non-member joint owner who uses an account, requests or uses a service and signs a Membership Agreement or Signature Card, agrees to the terms, responsibilities and accompanying liabilities of this Account Agreement. A joint owner is automatically joint on all “club” sub-accounts that are under the same account number as the share account. To be joint on any other type of account, the joint owner(s) must be specifically listed and sign as a joint owner(s).</p>
<p><b>Joint owners and responsibility for liabilities on your account</b></p>	<p>Unless otherwise agreed in writing between you and us, each joint owner, without the consent of any other joint owner, may, and hereby is authorized by every other joint owner, to conduct any transaction permitted under this agreement, including without limitation: (1) to withdraw all or any part of the account funds; (2) to pledge the account funds as collateral to us for any obligation; (3) to endorse and deposit checks and other items payable to any joint owner; (4) to give stop payment orders on any check or item; (5) to consent to or revoke consent to payment of service charges on overdrafts that results from ATM transactions or a one-time debit card transaction under the Member Privilege service. We require all joint owners to consent in writing to the addition of any owner to the account. As joint owner(s) of the account, I/We hereby understand and accept that at the absolute and sole discretion of the member (the first signer) of the account, authorization may be given to the Credit Union to remove any or all joint owner(s) of the account at any time without notice to the joint owner(s). All owners agree that we have no duty to notify the owners of the account of any transaction or change or service by any owner acting alone. Only the member of the account (the first signature) may close the account. Each owner of the account is jointly and individually responsible for handling the account in a manner which causes no loss for the Credit Union. This means the Credit Union can require each or any joint owner of an account to repay any Non-sufficient Funds (NSF) charge or fees associated with the account. It also means that the account(s) can be closed for any such losses and that in such an event, credit union services can and will be denied. If any charges or fees are owed, the Credit Union may take funds from any other account on which the deficient member, or account owner, is listed as an individual or joint owner to clear the outstanding charges or fees. Any member who causes a loss to the Credit Union may be removed from any other account on which they are listed as an owner or joint owner.</p> <p>Each joint owner is individually and jointly responsible for any overdraft on the account, regardless of who caused or benefited from the overdraft. If there is a setoff, an enforcement of our lien or security interests in your account, or legal action (such as a third-party garnishment, seizure, forfeiture, or tax levy) affecting any joint owner, we may treat all funds in the account as belonging to the owner against whom the setoff, enforcement of the security interest, or other legal action is directed. If your account is closed for unsatisfactory handling, we may</p>

	report all joint owners to the consumer reporting agencies.
<b>Accounts with Payable on Death (POD)</b>	<p>Payable on death accounts belong to the person(s) listed as the owner or owners of the account during their lives. On death of the last account owner, the funds are payable first to us to the extent of any outstanding debts owed to us by you, and second, to your designated POD beneficiary(ies). Accounts payable to more than one surviving beneficiary are owned jointly by such beneficiaries without rights of survivorship and disbursement will be made in equal shares to each of the beneficiaries. Unless otherwise specified, this Payable on Death declaration applies to all sub-accounts (suffixes) under the member's account number except for individual retirement accounts (IRAs) which will be governed by a separate beneficiary designation. The Credit Union has no obligation to notify any beneficiary of the existence of any account or the interest in any account. You understand that it is your responsibility (and not ours) to inform any person that they are a POD beneficiary on your account(s). If a POD beneficiary dies before you, it is your responsibility to notify us and change the account information. If the beneficiary dies before the last account owner is deceased, on the last owner's death the funds in the account belong to that owner's estate and may be claimed by a representative of the owner's estate. Amounts to be paid out to any beneficiary are after any outstanding debts or fees that are owed to us are paid. The following are examples of rights at death payouts:</p> <ol style="list-style-type: none"> <li>1. <u>Individual Account without Payable-on-Death Designation:</u> Upon your death, the funds in the account will go to your estate and must be claimed by your legal representative subject to the terms of this Membership Agreement. You understand that it is your responsibility (not ours) to inform your legal representative(s) about your account(s) with us.</li> <li>2. <u>Individual Account with Payable-on-Death Designation:</u> Upon your death, the POD beneficiary is entitled to the funds in the account(s) subject to the terms of this Membership Agreement, upon proof of your death and positive identification of the POD beneficiary. If you designate more than one POD beneficiary on the account, each will be entitled to an equal share of the funds in the account, which will be determined by dividing the amount of funds in the account by the number of POD beneficiaries designated on the account.</li> <li>3. <u>Joint Account without Payable on Death Designation:</u> When one owner dies, their interest in the account and the funds in the account are owned by the surviving owner(s) of the account, subject to the terms of this Membership Agreement. Upon the death of the final owner the funds in the account belong to that owner's estate and can be claimed by that owner's legal representative subject to the terms of this Membership Agreement. You understand that it is your responsibility (not ours) to inform your legal representative(s) about your account(s) with us.</li> <li>4. <u>Joint Account with Payable-on-Death Designation:</u> Upon the final owner's death, the POD beneficiary is entitled to the funds in the account(s) subject to the terms of the Membership Agreement, upon proof of death and positive identification of the POD beneficiary. If you designate more than one POD beneficiary on the account, each will be entitled to an equal share of the funds in the account, which will be determined by dividing the amount of the funds in the account by the number of POD beneficiaries designated on the account.</li> </ol>



	For joint accounts, a surviving owner’s ownership interest is subject to the Credit Union’s right of set off for any deceased owner’s obligations, and to any security interest or pledge granted by a deceased owner, even if a surviving owner did not consent to it.
<b>Minor’s accounts</b>	We may require any account with a minor to have a joint owner that is legally able to enter into binding contractual agreements. As an account with joint owner(s), we may make payments of funds directly to the minor without regard to his or her minority. We have no duty to inquire about the use or purpose of any transaction by the minor, parent or guardian or any account owner. All owners agree that we will automatically change the minor account status to a general membership when the minor reaches the age of majority. All standard account products and services or the continuation of products and services will be available based on eligibility. If a required joint owner is removed from the account by death or otherwise, we have the right to suspend all account activity until a new joint owner is placed on the account who is a recognized legal guardian; or pursuant to any cognizable court.
<b>Club accounts</b>	The Credit Union offers club plan account(s) to help you save for Christmas, vacations or other purposes, some of which may have a defined club end date. If there is not a defined club end date you may withdraw funds at any time. At the end of the club account period (if it has an end period), you authorize the Credit Union to pay the balance into your account by depositing the balance into any account designated by you, or by such other means set forth in the Rate and Fee Schedule. If paid electronically, this payment is deemed a pre-authorized transfer. If you withdraw funds during a period, we may require you to withdraw the entire balance and not allow additional deposits until the following club period if the club has a defined end date.
<b>Transfer of account ownership</b>	If you want to transfer account ownership to another person, we must consent and note it in our records before the transfer is valid and binding on us; however, we are not responsible for determining whether such transfer is legally valid. Assignment of your account is subject to our lien, pledge and setoff addressed in this Agreement or other agreements with us. This Agreement is binding on your personal representatives, executors, administrators, and successors, as well as our successors and assigns.
<b>When an owner does not sign account documentation (consumer and business accounts)</b>	If a person or entity identified in our records as an owner or a co-owner of an account does not sign any account-related documentation (including the Membership Agreement), we still may treat them as an owner or a co-owner of that account, in our sole discretion; and we are not liable to anyone as a result.
<b>Death or legal incompetence of an authorized signer or account owner</b>	<p>When we receive proper notice, or learn or suspect an account owner or signer has been declared incompetent by a court or other legal authority, or has died, we may:</p> <ul style="list-style-type: none"> <li>• Freeze the account until we receive documents verifying the incapacity or death and instructions regarding the funds remaining in the account.</li> <li>• Pay (without inquiring) any item authorized by the account owner before being declared legally incompetent or deceased.</li> <li>• Return or reverse deposits.</li> <li>• Apply funds in the account to any debt the account owner owes us before recognizing the rights of a surviving joint owner or other person to any remaining funds.</li> </ul> <p>If we release funds after the account owner’s death and have to pay tax or reclamation claims to a government agency as a result, the account owner’s estate is responsible for reimbursing us.</p> <p><u>Consumers and Sole Proprietors Only:</u> If an account owner dies or is declared legally incompetent, we may comply with court orders and legal documents, and</p>

take direction from affiants, court-appointed representatives, guardians, or conservators from your state of residence, even if different than where the account was opened except as otherwise required by applicable law or court order. We may require additional documentation be provided to us before complying with the directives. We may require U.S. court documents for account owners residing outside of the U.S. at the time of incompetence or death.

For Business Account Owners: Businesses must provide us documentation of any change in ownership or control of a business upon the death or legal incompetence of a business owner. Businesses must also provide us any documentation we require to document a change in authorized users before we are obligated to recognize any such changes.

**Depositing Funds**

There are many ways for you to deposit funds into your account: at branches, electronically, via Mail, and through the Credit Union Mobile app. You should be aware of your responsibilities when you make deposits. We exercise ordinary care when collecting a deposited item but are not responsible for any other financial institution’s treatment or loss of the item. If a deposited item is lost or destroyed during processing or collection, you agree to provide all reasonable assistance to help us reconstruct the item.

**Deposit accuracy**

It is your responsibility, not ours, to confirm the accuracy of the amount you deposit. If we determine a discrepancy exists between the declared and the actual amount, we may debit or credit your account accordingly and we may notify you if any adjustments are made. We may also use the declared amount as the correct amount to be deposited and not adjust a discrepancy if it is less than our standard adjustment amount. We may vary our standard adjustment amount from time to time without notice and use different amounts depending on account type. In handling deposits to your account, we act only as your agent for collection and assume no responsibility beyond the exercise of ordinary care.

It is your responsibility to notify us of a discrepancy. You must notify us within the applicable timeframe below or we may consider the deposit correct.

Consumer Accounts	within 60 days after we have made your account statement available to you
Business Accounts	within 30 days after we have made your account statement available to you

If you fail to notify us in a timely manner: If the actual deposit is less than the amount on the statement, the difference is your property; if the actual deposit is more, the difference is the Credit Union’s property.

**Verifying transactions**

We do not verify all transactions but have the right to verify any, including those for which we have provided a receipt. We may reverse or adjust, at any time without prior notice to you, any debit or credit we believe we have made to your account in error.

**Sending an item for collection**

We may, upon notice to you, send an item for collection instead of treating it as a deposit. This means we send it to the issuer’s financial institution for payment, and your account will not be credited for the item until we receive payment. Our availability of funds policy does not apply to an item we accept for deposit and then send for collection.

**Our right to decline deposits**

We may decline all or part of a deposit, including cash. This could happen if a payee is not a co-owner, authorized signer, or authorized representative on your account, we cannot verify an endorsement, the check was issued from a credit account, the check looks suspicious, or it is a non-U.S. item. If we decline a deposit that you mailed to us, we may return it to you at your cost (including charging you for postage and handling to return foreign currency coin or paper), or retain any invalid checks or other documents included in the deposit without crediting your

	<p>account, at our discretion.</p> <p>If we are unable to verify an endorsement, we may decline to pay, cash, or send the item for collection. We may require that all endorsers be present and that you deposit the item instead of cashing it.</p> <p>Non-account owners wanting to make a deposit may have to provide an acceptable form of identification before we accept a deposit.</p>
<p><b>Requirements for a correct endorsement</b></p>	<p>An endorsement is a signature, stamp, or other mark on the back of a check to transfer, restrict payment, or make the signer responsible for the check. If you have not endorsed a check that you deposited to your account, we may endorse it for you. Any endorsement must be in the 1-1/2-inch area that starts on the top of the back of the check. Do not sign or write anywhere else on the back of the check. If an item is submitted via Mobile Deposit Capture you agree that you will use the Mobile Deposit service to scan only original checks payable to and properly endorsed by you by signing your name(s) and writing "FOR MOBILE DEPOSIT ONLY -Seaboard Federal Credit Union". Note, if there is a remote deposit box to check, "FOR MOBILE DEPOSIT ONLY" does not have to be written.</p> <p><u>Multiple Payees:</u> Unless any check, share draft or other instrument expressly indicates that the item is payable to conjunctive payees, the instrument shall be deemed payable in the alternative. If there is any ambiguity, the instrument shall be deemed payable in the alternative (example: a check payable to "A and B" is a conjunctive instrument. A check payable to "A or B;" "A, B;" "A/B", where "A and B are listed on separate lines;" or otherwise, where not expressly conjunctive are payable in the alternative).</p>
<p><b>Restrictions on checks are not binding</b></p>	<p>We are not obligated to follow restrictions or notations written on a check such as, "void after six months," "void over \$50," or "payment in full." You are responsible for any resulting loss or expense we incur.</p>
<p><b>Substitute checks</b></p>	<p>A substitute check is created from an original check; under federal law, it is legally equivalent to the original check and can even be used as proof of payment. A substitute check contains an accurate copy of the front and back of the original and bears the legend: "This is a legal copy of your check. You can use it the same way you would use an original check." Any check may be returned to you in the form of a substitute check. You agree that you will not transfer a substitute check to us, by deposit or otherwise, if we would be the first financial institution to take the substitute check, unless we have expressly agreed in writing to take it.</p>
<p><b>Our handling of non-U.S. items</b></p>	<p>A non-U.S. item is an item:</p> <ul style="list-style-type: none"> <li>• Payable in a currency other than U.S. dollars.</li> <li>• Drawn on a financial institution that is not organized under U.S. law.</li> <li>• That is an incoming funds transfer remitted in a currency other than U.S. dollars.</li> </ul> <p>We are not required to accept a non-U.S. item for deposit or collection, but we may accept it from Canada on a collection basis without your specific instruction to do so. We may reverse any amount we have credited to your account and send the non-U.S. item on a collection basis even if we have taken physical possession of the item.</p> <p>If we accept a non-U.S. item, the U.S. dollar amount you receive for it will be determined by the applicable exchange rate that is in effect at the time of deposit or our receipt of final payment (less any associated fees) of the non-U.S. item. If the deposited non-U.S. item is returned for any reason, we will charge the amount against your account (or any other account you maintain with us) at the applicable exchange rate in effect at the time of the return. Our availability of funds policy does not apply to a non-U.S. item.</p>

<p><b>Items returned unpaid</b></p>	<p>If an item you deposited or cashed is returned to us unpaid, we can deduct the amount from any account you have with us. We can do this when we are notified that the item will be returned and do not need to receive the actual item. We can do this even if the balance in your account is not sufficient to cover the amount we hold or deduct, causing an overdraft. In addition, we will charge you all applicable fees and reverse all interest accrued on the item.</p> <p>We may place a hold on or charge your account for a deposit if a claim is made or we otherwise have reason to believe the deposited item was altered, forged, unauthorized, missing a signature or has a forged endorsement, or should not have been paid for any other reason. When the claim is finally resolved, we will either release the hold or deduct the amount of the item from your account. We are not responsible if we take, or fail to take, any action to recover payment of a returned deposited item.</p>
<p><b>Reversal of an electronic payment</b></p>	<p>If an electronic payment credited to your account, such as a direct deposit, is reversed, we may deduct the amount from any account you have with us, at any time, without notifying you. You agree to promptly repay any resulting overdrafts.</p>
<p><b>Deposit by mail</b></p>	<p>You may make deposits to your account(s) by mail, although we cannot accept cash or foreign checks. On the back of any checks, you need to write "For deposit only, Seaboard Federal Credit Union" and include the account number to which the check should be deposited, and mail to: Seaboard Federal Credit Union, PO Box G, Bucksport, ME 04416.</p>
<p><b>Direct deposits</b></p>	<p>You must notify us at least thirty (30) days prior to any direct deposit or preauthorized transfer if you wish to cancel or change the direct deposit or direct transfer option.</p> <p><u>Direct deposit or transfer authorization/bankruptcy.</u> If you file bankruptcy and fail to cancel any instructions in your direct deposit or transfer authorization, then you hereby instruct your employer and us to continue to make and apply deposits, make loan payments in order to avoid delinquency and other transfers in accordance with your authorization, until written notification is received by us to discontinue any payments or transfers.</p>
<p><b>Availability of Funds Policy</b></p>	
<p><b>Your ability to withdraw funds</b></p>	<p>Our policy is to make funds from your check deposits to your checking or savings account available to you on the first business day after the day we receive your deposits. Incoming wire transfers, electronic direct deposits, cash deposited at a teller window, and the first \$225 of a day's check deposits at a teller window, and with the Credit Union's Mobile Banking app will be available on the day we receive the deposits. Certain electronic credit transfers, such as those through card networks or funds transfer systems, will be available on the day we receive the transfer. Once they are available, you may withdraw the funds in cash and we will use the funds to pay checks and other items presented for payment and applicable fees that you have incurred.</p>
<p><b>Determining the day your deposit is received by the Credit Union</b></p>	<p>For determining the day your deposit is received by the Credit Union, every day is a business day, except Saturday, Sunday, and federal holidays. If you make a deposit before our established cutoff time on a business day that we are open, we will consider that day to be the day your deposit is received by the Credit Union. However, if you make a deposit after our cutoff time or on a day we are not open, we will consider the day your deposit is received by the Credit Union to be the next business day we are open. Our deposit cutoff times are shown in the Rate and Fee Schedule.</p>
<p><b>Longer delays may apply</b></p>	<p>In some cases, we will not make the first \$225 of a business day's check deposits available to you on the day we receive the deposits. Further, in some cases, we will not make all the funds that you deposit by check available to you on the first</p>

	<p>business day after the day of 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. The first \$225 of your deposit, however, may be available on the first business day after the day of your deposit.</p> <p>Except as otherwise explained in this paragraph, if we are not going to make all funds from your deposit available on the business day of deposit or the first business day after the day of 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 a Credit Union employee, or if we decide to take this action after you have left the premises, we will notify you by the first business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.</p> <p>Funds you deposit by check may be delayed for a longer period under the following circumstances:</p> <ul style="list-style-type: none"> <li>• We believe a check you deposit will not be paid.</li> <li>• You deposit checks totaling more than \$5,525 on any one day or such greater amount as allowed by annual adjustments to Regulation CC on any one day.</li> <li>• You redeposit a check that has been returned unpaid.</li> <li>• You have overdrawn your account repeatedly in the last six months.</li> <li>• There is an emergency, such as failure of computer or communications equipment.</li> </ul> <p>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. The funds will generally be available no later than the seventh business day after the day of your deposit.</p>
<p><b>Special rules for new accounts</b></p>	<p>If you are a new member, the following special rules apply during the first 30-days your account is open. Incoming wire transfers, electronic direct deposits, and cash deposited at a teller window at a Credit Union ATM (if accepted) will be available on the day we receive the deposit. Funds from your check deposits will be available on the business day after the day we receive the deposits; no funds from a business day's check deposits are available on the day we receive the deposits. If we delay the availability of your deposit the following special rules may apply:</p> <ul style="list-style-type: none"> <li>• The first \$5,525 (or such greater amount as allowed by annual adjustments to Regulation CC) of a day's total deposits of cashier's, certified, teller's, travelers, on-us checks (checks drawn on Seaboard FCU), and federal, state, and local government checks, and U.S. Postal Service money orders made payable to you will be available on the first business day after the day of your deposit.</li> <li>• The excess over \$5,525 and funds from all other check deposits will be available no later than the seventh business day after the day of your deposit. The first \$225 of a day's total deposit of funds from all other check deposits, however, may be available on the first business day after the day of your deposit.</li> </ul> <p>We will notify you if we delay your ability to withdraw funds and we will tell you when the funds will be available.</p>
<p><b>Holds on other funds</b></p>	<p>If we accept a check for deposit that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your ability 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 until the time periods that are described in this policy.</p>
<p><b>Foreign checks</b></p>	<p>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.</p>

	Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposit 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. Foreign checks with no routing numbers and payable in foreign currency are not accepted for deposit. These items must be sent as a collection item. Only foreign checks payable through a U.S. financial institution with routing numbers and payable in U.S. dollars will be available subject to the schedule described in this section.
<b>Special rules for time period adjustment for withdrawals by cash or similar means</b>	The Credit Union reserves the right to extend by one business day the time that funds deposited will be available for withdrawal by cash or similar means. However, an additional \$450.00 or such greater amount as required by annual adjustments to Regulation CC will be available for withdrawal by cash or similar means on the date funds are otherwise available for withdrawal under this policy.
<b>Shared branching disclosures</b>	<p>With respect to items deposited at shared branch locations (meaning branches of credit unions other than this Credit Union that accept deposits for our members through participation in a shared branch network), funds will be available as stated above with the addition of the following exceptions:</p> <ul style="list-style-type: none"> <li>• Your ability to withdraw funds – Our policy for the availability of funds from non-cash deposits that are accepted at a shared branch location mirrors the Credit Union’s Funds Availability Policy.</li> <li>• Foreign checks will not be accepted at a shared branch.</li> <li>• Shared branch transaction limits – Aggregate daily withdrawals from all sub accounts are limited to the following amount: Cash limit is \$10,000.00 over a 2-day period; however, the shared branch that you are visiting may impose lower withdrawal limits.</li> <li>• All transactions with the Credit Union are subject to our policies and procedures – including security, identification, Bank Secrecy Act, and all other applicable laws, rules and regulations.</li> <li>• Share Insurance- Although deposits with this Credit Union are federally-insured, not all credit unions served by the teller may be federally insured. You should contact your credit union to determine if your deposits are insured.</li> </ul>

<b>Available Balance, Posting Transactions, and Overdraft</b>									
<b>Available balance</b>	<p>Your account’s available balance is our most current record of the amount of money in your account available for your use or withdrawal. We use the available balance to authorize your transactions during the day (for example, debit card purchases and ATM withdrawals). We also use the available balance to pay your transactions during our nightly processing. Your available balance is calculated as follows:</p> <table border="1" data-bbox="544 1516 1416 1780"> <tr> <td>Ending Daily Balance</td> <td>Ending daily balance from prior business day’s nightly processing</td> </tr> <tr> <td>– Holds</td> <td>Subtract funds that have been placed on hold</td> </tr> <tr> <td>+ Deposits</td> <td>Add pending deposits that are immediately available (see “Availability of Funds Policy” in previous section)</td> </tr> <tr> <td>– Withdrawals</td> <td>Subtract pending withdrawals that we have either authorized or we know about but have not yet processed</td> </tr> </table> <p>The available balance may not include every transaction you have initiated or that we previously authorized. For example, your available balance may not include the following:</p>	Ending Daily Balance	Ending daily balance from prior business day’s nightly processing	– Holds	Subtract funds that have been placed on hold	+ Deposits	Add pending deposits that are immediately available (see “Availability of Funds Policy” in previous section)	– Withdrawals	Subtract pending withdrawals that we have either authorized or we know about but have not yet processed
Ending Daily Balance	Ending daily balance from prior business day’s nightly processing								
– Holds	Subtract funds that have been placed on hold								
+ Deposits	Add pending deposits that are immediately available (see “Availability of Funds Policy” in previous section)								
– Withdrawals	Subtract pending withdrawals that we have either authorized or we know about but have not yet processed								

	<ul style="list-style-type: none"> <li>• Outstanding checks and authorized withdrawals we have not received for payment (such as recurring debit card transactions and ACH transactions).</li> <li>• The final amount of a debit card purchase. For example, we may authorize a purchase amount prior to a tip that you add.</li> <li>• Debit card transactions that have been previously authorized but not sent to us for payment. In most cases, a transaction authorization hold must be released after three business days even though the transaction may be sent to us for payment from your account at a later date, which we must honor. The authorization hold may be up to 30 business days for certain transactions, including car rental, cash, and international transactions.</li> </ul>
<p><b>How we process and post transactions to your account</b></p>	<p>We process transactions each business day during a late-night process that includes three key steps. We call this nightly processing. Once the transactions are processed, the results are posted to your account.</p> <p><b>Step 1:</b> We calculate the available balance in your account that can be used to pay your transactions as described above. Certain pending transactions can impact your available balance for purposes of determining whether we will pay other transactions during our nightly processing, including:</p> <ul style="list-style-type: none"> <li>• Cash deposits or transfers from another Credit Union account made AFTER the applicable cutoff time will be added to your available balance only if they are made before we start our nightly processing.</li> <li>• Pending withdrawals, such as debit card transactions we have authorized and must pay when they are sent to us for payment. These pending withdrawals may be sent to us for payment at a later date. In some circumstances, these transactions may be paid into overdraft if other posted transactions or fees have reduced your balance before the pending transactions are presented for payment.</li> </ul> <p><b>Step 2:</b> We sort your transactions into categories.</p> <p>+ We credit deposits received before the cutoff time.</p> <p>– We process withdrawals and payments we have previously authorized that we cannot return unpaid such as debit card purchases, ATM withdrawals, account transfers, Bill Pay transactions, and teller-cashed checks. If we receive more than one of these transactions, we will generally sort and pay them based on the date and time you conducted the transactions. Multiple transactions that have the same time will be sorted and paid from lowest to highest dollar amount.</p> <p>– We pay your checks and preauthorized automatic ACH payments such as recurring bills you have authorized a company to withdraw. Transactions are sorted by date and time received by the Credit Union, and if date and time are the same, we post from lowest to highest dollar amount.</p> <p>Determining date and time:</p> <ul style="list-style-type: none"> <li>• Cutoff time is based on the location where the deposit or transfer was made.</li> <li>• If a merchant does not seek authorization at the time of a debit card transaction or we receive it for payment more than 10 business days later, we'll use the date the transaction is received for payment.</li> </ul>

	<ul style="list-style-type: none"> <li>For some transactions, such as Bill Pay or teller-cashed checks, a different time may be assigned by our systems.</li> </ul> <p><b>Step 3:</b> If the available balance is not enough to pay all of your transactions, we:</p> <ul style="list-style-type: none"> <li>Use Standard Overdraft Coverage (see next section) by transferring available funds from a share account. Overdraft protection transfer/advance fees will be charged as applicable. If funds are not available in your share account funds may be advanced if you have Member Privilege, as described beginning on page 18.</li> <li>Then, decide whether to pay your transactions presented to us for payment into overdraft, or return them unpaid. Paying an item into overdraft means that we pay an item even though your available balance is not sufficient to cover that item, resulting in your account having a negative balance. At our discretion, we may pay a check or automatic bill payment into overdraft, rather than return it unpaid. This is our standard overdraft coverage (see more information below). Debit card transactions presented to us for payment (whether previously authorized by us or not) will be paid into overdraft and will not be returned unpaid, even if you do not have sufficient funds in your account. Any applicable overdraft or returned item fees are deducted from your account the morning of the next business day.</li> </ul> <p><u>Pending transactions can result in overdrafts:</u> If your available balance during the nightly processing is insufficient, the Credit Union may assess overdraft and/or non-sufficient funds (NSF) fees on transaction(s) we pay or return. Even if a pending transaction has been dropped from your account, we must pay it when we receive it for payment. Sometimes, previously authorized transactions are sent to us for payment. In those cases, you may be charged an overdraft fee if the transaction is paid into overdraft.</p> <p>In rare circumstances, the merchant may present transactions for payment with a different identification code than was used when originally sent for authorization and we are unable to match them. In those cases, you may be charged an overdraft fee if the transaction is paid into overdraft.</p> <p>Merchant Authorization Holds may affect your Available Balance. See “Authorization holds for card transactions” and “Partial authorization for card transactions” below in the Debit Cards Section.</p>
<p><b>Standard overdraft coverage</b></p> <p>The Credit Union may not pay overdrafts if your account is overdrawn or you have had excessive overdrafts.</p>	<p>An overdraft occurs on your account when there are not sufficient funds in your account to pay for a transaction but the transaction is paid.</p> <p>All checking accounts come with Standard Overdraft Coverage. Under Standard Overdraft Coverage, you authorize us to make transfers of available funds automatically from your eligible Share Account to cover overdrafts in your Checking Account. If the available balance in your savings account can cover the overdraft (plus the Standard Overdraft Coverage transfer fees shown in the Rate and Fee Schedule), we will transfer the exact amount needed. If the available balance in your savings account is less than the amount needed, we will transfer the available balance. The Standard Overdraft Coverage transfer fee (if any) will be charged to your checking account.</p> <ul style="list-style-type: none"> <li>We may authorize checks, other transactions using your checking account number, and automatic bill payments (such as recurring debit card and ACH transactions) into overdraft and charge a fee.</li> </ul>



	<ul style="list-style-type: none"> <li>We will not authorize ATM and everyday (one-time) debit card transactions into overdraft, unless your account is enrolled in Member Privilege and you have opted in for ATM and one-time Debit Card transactions as described in the next section.</li> </ul> <p>Whether we pay transactions into overdraft is at our discretion and we reserve the right not to pay into overdraft.</p> <p>You may remove Standard Overdraft Coverage from your account at any time. If you remove it, the following will happen if you do not have enough money in your checking account or in accounts linked for Member Privilege to cover a transaction when it is presented to us for payment or authorization:</p> <ul style="list-style-type: none"> <li>We will return your checks and other returnable items, such as ACH payments, as unpaid and charge a returned item fee (non-sufficient funds/NSF).</li> <li>We will not authorize certain transactions such as cashed checks, recurring debit card transactions, or Bill Pay transactions into overdraft.</li> <li>We will not authorize ATM and everyday (one-time) debit card transactions into overdraft. If your account is enrolled in Member Privilege, the service will also be removed.</li> </ul> <p>You understand that the classification of a debit card transaction (except ATM transactions) as recurring or non-recurring (i.e., one-time) is determined by merchants, other institutions, or other third parties before the transaction is presented to us for authorization or payment. We will treat and process such debit card transactions in the manner they are presented to us, which may result in a one-time debit card transaction presented as recurring preauthorized transactions and vice versa.</p>
<p><b>Debit Card Overdraft Service (Regulation E)</b></p> <p><b>Consumer accounts</b> may choose to enroll in this service; <b>Business accounts</b> may be automatically enrolled at account opening.</p>	<p>Your enrollment preference for Debit Card Overdraft Service (also known as Regulation E) determines how the Credit Union handles your ATM and everyday (one-time) debit card transactions on eligible accounts. You may add or remove the service on eligible accounts at any time.</p> <p>When you do not have enough money in your checking account or accounts you have linked for Overdraft Protection at the time of an ATM or everyday (one-time) debit card transaction the following will apply:</p> <ul style="list-style-type: none"> <li>If you are enrolled in Debit Card Overdraft Service, the transaction may be authorized into overdraft at our discretion but an overdraft fee applies. If you cover the shortage by the posted cutoff time on the same business day as the transaction, no overdraft fee is assessed.</li> <li>If you are not enrolled in Debit Card Overdraft Service, the transaction will be declined and no fees apply. If a previously authorized transaction creates a negative balance when it posts, you will not be assessed an overdraft fee on the pre-authorized transaction.</li> <li>For enrolled accounts in good standing the maximum amount an account can be overdrawn is disclosed in the Rate and Fee Schedules. This limit is assessed daily and can change. After this limit is reached any further transactions will be declined.</li> </ul> <p>Debit Card Overdraft Service does not apply to checks and other recurring transactions (such as Bill Pay or ACH transfers, or recurring debit card transactions such as utilities or health club memberships).</p>

	<p>With or without Debit Card Overdraft Service, the Credit Union may continue to pay these other transaction types into overdraft, at our discretion, and our standard overdraft fees and policies will apply.</p> <p>Debit Card Overdraft Service is not available for certain accounts, such as IOLTA accounts, accounts for government entities, or savings accounts. Debit Card Overdraft Service is a discretionary service that may be removed by the Credit Union for a variety of reasons such as excessive overdrafts or returned items.</p>
<p><b>Member Privilege (Overdraft Protection)</b></p>	<p>Member Privilege is a service you may be added to your checking account to authorize or pay your transactions if you do not have enough money in your checking account. Overdraft Protection (Member Privilege) transfers/advances may occur to cover pending transactions, even if these transactions are not subsequently presented for payment. Overdraft Protection is not available for all accounts. As long as you maintain your account in “good standing” we may approve your overdraft items within your current available Member Privilege limit as a non-contractual courtesy. For overdraft consideration, your account is in “good standing” if you (1) make sufficient deposits to bring your account to a positive end-of-day balance at least once every 30 calendar days (including the payment of all fees and charges); (2) avoid excessive overdrafts suggesting the use of Member Privilege as a continuing line of credit; (3) have no legal orders, levies or liens against your account; (4) have a correct mailing address on file with us; (5) have no loans past due 30 days or more; (6) are at least 18 years of age.</p> <p>In the normal course of business, we generally pay electronic transactions first and then checks low to high, per the credit union’s policy. We reserve the right to change the order of payment without notice to you if we suspect fraud or possible illegal activity affecting your account. Also, please be aware that the order of item payment may create multiple overdraft items during a single banking day for which you will be charged our Member Privilege fee, shown in the Rate and Fee Schedule, for each overdraft item paid.</p> <p>You may opt out of Member Privilege at any time, but you are responsible for any overdrawn balances at the time of opting out. Normally, we will not approve an overdraft for you in excess of the predetermined amount assigned to your account type. So as not to exceed your limit, please note that the amount of the overdraft plus the credit union’s Member Privilege fee per item will be deducted from the limit.</p> <p>We may refuse to pay an overdraft item at any time even though we may have previously paid overdrafts for you. For example, we typically do not pay overdraft items if your account is not in good standing as defined above, or, if based upon our review of your account management, we determine that you are using Member Privilege excessively or seem to be using Member Privilege as a regular line of credit. You may be charged an NSF returned fee, as shown in the Rate and Fee Schedule, for each item returned.</p> <p>You will be promptly notified by mail of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. If there is an overdraft on an account with more than one owner on the Membership Agreement or Signature Card, each owner and agent, if applicable, shall be jointly and severally liable for all overdrafts inclusive of fees.</p> <p>Member Privilege should not be viewed as an encouragement to overdraw your account. To avoid fees, we encourage you to keep track of your account balance</p>

	<p>by entering all items in your check register, reconciling your checkbook regularly, and managing your finances responsibly. If you would like to have this service removed from your account, please contact us as shown on page 2.</p> <p>Please note that your Member Privilege limit may be available for each item paid under the limit created by checks and other transactions made using your checking account number, such as a teller withdrawal, an automatic payment (ACH) transaction, or automatic bill payment and recurring debit card payment. For all personal accounts, at your request we may authorize and pay ATM transfers or withdrawals and everyday debit card purchases using your limit. Your available balance may be affected by authorizations which could create additional overdrafts and associated fees.</p> <p>Member privilege is a non-contractual courtesy that is available to individually/jointly owned accounts in good standing for personal or household use. The credit union reserves the right to limit participation to one account per household. Business accounts in good standing may have one account per business. The credit union may suspend, revoke, or discontinue Member Privilege without prior notice. If you are a new member, you may be able to use the overdraft service 30 days after account is opened.</p>
<p><b>Multiple fees per item are possible</b></p>	<p>Each time we return a debit for insufficient funds, we may assess an NSF fee in the amount shown on our current Rate and Fee Schedule for each returned debit item. The entity that submitted the debit may submit another debit to the Credit Union even if we have already returned the prior debit for insufficient funds in the checking account. If the resubmitted debit again exceeds the funds available in the checking account, the Credit Union again may return the debit, resulting in an additional NSF fee. Thus, you may be charged multiple NSF fees in connection with a single debit that has been returned for insufficient funds multiple times. The reason for this is that when you authorize a merchant to process a payment from your account that merchant may present the transaction multiple times and in various ways when payment is declined for insufficient funds or otherwise. There is no way the Credit Union can identify such actions by the merchant you authorized.</p>
<p><b>Returning your account to a positive balance</b></p>	<p>If your account has an overdraft, you must promptly add money to return your account to a positive balance. If you do not return your account to a positive balance within 45 calendar days or you have excessive overdrafts, we may close your account. Also, we may report you to consumer reporting agencies and initiate collection efforts. You agree to reimburse us for the costs and expenses (including attorney’s fees and expenses as provided herein) we incur to do so.</p>
<p><b>Debit Cards</b></p> <p>We offer a number of account services at a variety of locations that involve using a card. Some services may not be available at all locations. When you get a debit card from us, you may receive, and be required to agree to, additional terms and conditions applicable to the card. In the event of a conflict between the terms and conditions and this Agreement, the terms and conditions will control.</p>	
<p><b>Issuance of a card and Personal Identification Number (PIN)</b></p>	<p>We may issue a card to each account owner to access your accounts. You should securely protect your card and PIN from loss or theft. Each cardholder must have his or her own unique PIN and is responsible for keeping the PIN confidential. If the card or PIN is given to another person, the account owner will, to the extent allowed by applicable law, be responsible for all transactions made by that person or anyone else to whom that person gives the card or PIN.</p>
<p><b>Using your debit card</b></p>	<p>There are many ways to use your debit card—using the physical card, desk top computer or via mobile devices. See the following descriptions.</p>

	<p>You can use your debit card:</p> <ul style="list-style-type: none"> <li>• At merchants who accept payments through a network in which we participate.</li> <li>• To request cash back when making a physical card purchase with your PIN at merchants who offer this service.</li> <li>• To choose whether and how you receive a receipt when you use your card at a merchant terminal.</li> </ul> <p>In addition, with your debit card, you can also:</p> <ul style="list-style-type: none"> <li>• Pay for purchases, or pay bills directly with your card, or through a mobile device at participating merchants (see “Using your card through a mobile device” for more details).</li> </ul> <p>At any ATM with your debit card, you can:</p> <ul style="list-style-type: none"> <li>• View account balances, withdraw cash, and transfer funds between your accounts (fees may apply on any of these actions at a non-Credit Union ATM). *</li> </ul> <p>In addition, you can also use your mobile device at Credit Union ATMs.</p> <p>* Non-Credit Union ATMs are part of ATM networks owned or operated by other financial institutions. You can use your card at non-Credit Union ATMs that display the Plus® or accel® logo to withdraw cash, check balances, and transfer funds between the accounts linked to your card as primary checking and primary savings. Note: 1) Some non-Credit Union ATMs may not give you the option of choosing which account to access or may only let you access one of these two accounts. 2) Some transactions may not be available at all ATMs, may be different from those available at Credit Union ATMs, or may be limited to any withdrawal limit(s) set by the non-Credit Union ATM.</p>
<p><b>ATM and merchant terminal malfunctions</b></p>	<p>Generally, we are not responsible for damages resulting from an ATM or merchant terminal malfunction. However, for applicable accounts, see “In case of errors or questions about your electronic fund transfers” in the “Electronic Fund Transfer Disclosures” section of this Agreement.</p>
<p><b>Fees for use of card</b></p> <p>Other applicable fees for use of your card are described in the Consumer Rate and Fee Schedule and Business Rate and Fee Schedule.</p>	<p>We may charge a fee for each non-Credit Union ATM transaction.</p> <p>In addition, the non-Credit Union ATM owner/operator may charge a fee and set their own withdrawal limits. We may waive our fee and/ or reimburse the non-Credit Union ATM owner/operator fee, in whole or in part, if allowed by the terms of your account. Even if reimbursed, the non-Credit Union ATM owner/operator fee is included in the total transaction amount that is withdrawn from your account and will apply to your card’s daily ATM withdrawal limit.</p> <p>Transactions will also be limited to any withdrawal limits set by the non-Credit Union ATM. We may charge a fee if you make a teller-assisted cash disbursement at a non-Credit Union bank that accepts Visa-branded cards. Some merchants may assess a fee when you use your card for a purchase or for cash back. The merchant fee will be included in the total purchase amount.</p>
<p><b>Daily limits</b></p>	<p><u>Limits for your card:</u> We provide you your daily ATM withdrawal and purchase limits when you receive your card, unless otherwise stated in the Agreement. Note: For security reasons there may be additional limits on the amount, number, or type of transactions you can make using your card.</p> <p>Unless otherwise specified, a “day” is defined as the 24-hour period from midnight to midnight, Eastern Time. Transactions made in other time zones will be based on when received in Eastern Time. You may use your card subject to your daily</p>

	<p>purchase limit, daily ATM withdrawal limit, and the available balance in your account. The following rules apply:</p> <p><u>Limits on dollar amounts:</u> Your card’s daily purchase limit is the maximum U.S. dollar amount on purchases (including cash back, if any) that can be authorized each day from your primary linked account, less merchant fees, if any. Note: If you use your card or card number to fund a digital wallet, brokerage, or other type of account, these Account Funding Transactions (AFTs) will count against your card’s daily purchase limit (daily limit is shown in the Rate and Fee Schedules). AFTs may also be limited by the applicable card network.</p> <p>Your card’s daily ATM withdrawal limit (shown in the Rate and Fee Schedules) is the maximum amount of cash you can withdraw each day from any combination of accessible accounts using your card, less any non-Credit Union ATM owner/operator fees, if applicable.</p>
<b>Other fees and limits</b>	Please refer to your Rate and Fee Schedules for all Fees and Limits.
<b>When we approve a transaction or purchase, we call that an authorization.</b>	<p>We may limit the number of authorizations we allow during a period of time (for example, if we notice out- of-pattern use of your card, or suspected fraudulent or unlawful activity). For security reasons, we cannot explain the details of the authorization system. If we do not authorize the payment, we may notify the person who attempted the payment that it has been refused. We will not be responsible for failing to give an authorization. In our discretion, we may allow or deny transactions or authorizations from merchants who are apparently engaged in or who are identified as engaged in the internet gambling business.</p> <p><u>Changes to your card limits:</u> We may, without prior notice, increase your daily purchase or ATM withdrawal limit based on account history, activity, and other factors. If we decrease the limits of your card, we will notify you in accordance with applicable law.</p>
<p><b>Using your card through a mobile device</b></p> <p>A mobile device means a smartphone, tablet, or any other hand-held or wearable communication device that allows you to electronically store or electronically present your debit card or debit card number (digital card number) to make debit card transactions.</p>	<p>When you use your debit card with your mobile device for transactions:</p> <ul style="list-style-type: none"> <li>• Availability may be affected by your mobile carrier’s coverage area, and your mobile carrier may charge you message and data rates, or other fees.</li> <li>• Your debit card information is sent across wireless and computer networks.</li> <li>• Information about your mobile device may be transmitted to us.</li> <li>• You should secure the mobile device the same as you would cash, credit cards, and other valuable information. Password protect and lock it to help prevent unauthorized transactions and notify us promptly if it is lost or stolen.</li> <li>• When you make a purchase or payment using your mobile device, the merchant will not provide an option for cash back.</li> <li>• A physical card may be required for access to Credit Union ATMs within secure locations.</li> <li>• We may automatically provide digital wallet operators with updated Digital Card Number information, such as when your Card is replaced or reissued.</li> </ul> <p>Third parties, such as merchants, card association networks, mobile carriers, digital wallet operators, mobile device manufacturers, and software application providers may 1) use and receive your digital card number, and 2) receive information about your mobile device. If you have enrolled in Standard Overdraft Coverage and/or Member Privilege, those terms will apply to debit card transactions made through a mobile device.</p>

	<p>We may, at any time, partially or fully restrict your ability to make debit card transactions through a mobile device.</p>
<b>Card on file with merchants</b>	<p>If you give your debit card number to a merchant with authorization to bill that card for recurring payments, or to keep it on file for future purchases or payments, the merchant may receive updated card information to process such payments. However, since not all merchants receive updated card information, we recommend you notify each merchant of your new debit card number and/or expiration date to ensure your payments continue uninterrupted. If you have a card on file with a merchant and want to cancel the payment arrangement, be sure to cancel it directly with the merchant.</p>
<b>Authorization holds for card transactions</b>	<p>For all card purchase transactions, we may place a temporary hold on some or all of the funds in the account linked to your card when we obtain an authorization request. We refer to this temporary hold as an authorization hold. The funds subject to the hold will be subtracted from your available balance. We generally release the hold within 3 business days, but it can be up to 30 business days for certain types of debit card transactions, such as international car rental and hotel, from the time of authorization or until the transaction is paid from your account.</p> <p>If the merchant does not submit the transaction for payment within the time allowed, we will release the authorization hold. This means your available balance will increase until the transaction is submitted for payment by the merchant and posted to your account. If this happens, we must honor the prior authorization and will pay the transaction from your account. In some situations, the amount of the hold may differ from the actual transaction amount since the merchant may not know the total amount you'll spend. For example: A restaurant submits the authorization request for your meal before you add a tip.</p> <p>You might end up overdrawing your account even though the available balance appears to show there are sufficient funds to cover your transaction. For example: A merchant does not submit a one-time debit card transaction for payment within three business days of authorization (or up to 30 business days); we must release the authorization hold even though we will have to honor the transaction. When we receive it for payment, it is paid from the funds in the account and at that time it causes an overdraft. You should record and track all of your transactions closely to confirm your available balance accurately reflects how you spend funds from the account linked to your card.</p>
<b>Partial authorization for card transactions</b>	<p>If a debit card purchase amount exceeds the current available balance in the primary linked account when you are making a purchase, you may be able to use your available balance to pay for a portion of the total purchase. The transaction will be subject to a partial authorization daily purchase limit set by the Credit Union and your card's daily purchase limit.</p> <p>We will first try to approve the full amount of the purchase with the available funds in your checking account, account(s) linked for Overdraft Protection, and, if enrolled, using Member Privilege. If we do not approve the full amount of the purchase, we may approve a portion of the purchase using the remaining available funds in your checking account. This is called a partial authorization. The remaining amount of the purchase total would need to be covered by another form of payment, such as cash or another card. If you are unable/unwilling to provide an additional form of payment, and the transaction does not occur, the partial authorization will be reversed by the merchant. Not all merchants are able to accept partial authorizations or process transactions using multiple forms of payment.</p>
<b>Transactions outside the United States</b>	<p>If a card is used to make an ATM withdrawal or a purchase outside the United States, the network handling the transaction will convert the local currency</p>

	<p>amount of the transaction to U.S. dollars (or, in the case of a purchase only, the merchant handling the transaction may convert the currency). If the network converts the currency, it will use either a rate selected by the network from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate the network itself receives, or the government-mandated rate in effect for the applicable central processing date. If the merchant handling the purchase converts the currency, the merchant will determine the currency conversion rate. For each purchase transaction completed outside the United States, we may also charge an international purchase transaction fee, which we base on the amount provided to us by the network (VISA) in U.S. dollars.</p>
<p><b>Ending your card use- your card is our property</b></p>	<p>We may cancel your card or card banking access at any time without notice to you. You may cancel your card or card banking access at any time by writing to us at the address provided in your account statement, calling the number on the back of your card, or visiting your nearest branch. If the account is closed or the card is cancelled, you will immediately destroy the card(s) and, upon request, tell us in writing that the card(s) has been destroyed. If requested, you must immediately return the card(s) to us. If your card or card banking access is cancelled, you must pay for any card transactions made before the card is cancelled.</p>
<p><b>Zero liability protection</b></p>	<p>With zero liability protection, you will have no liability for any card transactions that you did not make or authorize, so long as those transactions occurred before the end of the 60-day period described below.</p> <p>If your account statement shows card transactions that you did not make or authorize, notify us immediately. If you do not notify us within 60 days after the statement was mailed or was otherwise made available to you, you will be liable for any additional unauthorized card transactions that occurred after the 60-day period and before you provided notice to us (if we could have stopped those card transactions had you promptly notified us). This will apply even to unauthorized card transactions that occur shortly before you notify us. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time period.</p> <p><u>For card transactions from consumer accounts:</u> Your card comes with the Credit Union’s zero liability protection, which provides you with more coverage than Regulation E requires for cards accessing consumer accounts (see “Liability for unauthorized transactions according to Regulation E” in the “Electronic Fund Transfer disclosures” section of this Agreement).</p> <p><u>For card transactions from business accounts:</u> Your card comes with the Credit Union’s zero liability protection, but has no consumer protections under Regulation E or the Electronic Funds Transfer Act as discussed in this Agreement.</p>
<p><b>Card and ATM safety</b></p>	<p><u>Card safety:</u></p> <ul style="list-style-type: none"> <li>• Always protect your card and keep it in a safe place, just like you would cash, credit cards, or checks.</li> <li>• Create a PIN that does not include any number or word that appears in your wallet (such as birth date, name, or address). Note: Most ATMs outside of the U.S require a four-digit numeric PIN.</li> <li>• Memorize your PIN, never tell it to anyone, and never write it down.</li> <li>• Change your PIN periodically. If you have forgotten your PIN or want a new one, call the IVR system at 1-800-992-3806.</li> <li>• Shop with merchants you know and trust.</li> <li>• Look at your account statements when you receive them to be sure you made the transactions listed. Contact us immediately if you identify anything suspicious.</li> </ul>

	<ul style="list-style-type: none"> <li>• Make sure your internet transactions are secure. Look for secure transaction symbols.</li> <li>• Log off from any site after you make a purchase. If you cannot log off, shut down your browser to keep someone from accessing your information.</li> <li>• Avoid sending your card number through email because it is not secure, and do not give the number over the phone unless you made the call.</li> <li>• If your card is ever lost or stolen, immediately notify us at the number or P.O. Box listed in the “Questions? We are here for you” section at the beginning of this Agreement.</li> <li>• Destroy your old card if you receive a replacement.</li> <li>• Before using an attended or unattended merchant terminal, look at it for possible tampering or for the presence of any unauthorized attachment that could capture your card information or PIN.</li> </ul> <p><u>ATM safety:</u></p> <ul style="list-style-type: none"> <li>• Be aware of your surroundings and be cautious when you withdraw money.</li> <li>• Watch for suspicious persons or activity around the ATM. If you notice anything out of the ordinary, come back later or use an ATM elsewhere. If you see someone suspicious or unusual circumstances, do not use the ATM at that time. If you are in the middle of a transaction, cancel the transaction, take your card and leave the area and come back at another time or use an ATM at another location.</li> <li>• Before using the ATM, look at it for possible tampering or for presence of any unauthorized attachment that could capture your card information or PIN.</li> <li>• Report all crimes immediately to the operator of the ATM or local law enforcement.</li> <li>• Consider having someone accompany you when using an ATM after dark.</li> <li>• Be sure no one sees you enter your PIN.</li> <li>• Avoid showing your cash. Put it away as soon as your transaction is completed. Wait to count your cash until you are in the safety of a locked enclosure, such as a car or home.</li> <li>• Keep safe or securely destroy your ATM receipts.</li> <li>• Keep your engine running when you use a drive-up ATM. Keep your doors locked and your passenger window up.</li> </ul>
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**Funds Transfer Services**

The following provisions are in addition to, and not in place of, any other agreements you have with us regarding funds transfers to and from your account. The terms “funds transfer,” “funds transfer system,” “payment order,” and “beneficiary” are used here as defined in Article 4A of the Uniform Commercial Code - Funds Transfers, as adopted by the state of Maine whose laws govern your account. As used in these provisions, a funds transfer does not include a transaction made using a Credit Union issued card. Examples of funds transfers covered by these provisions are a preauthorized automatic transaction via ACH (such as your car or mortgage payment), remittance transfers, and wire transfers (whether outgoing or incoming, foreign or domestic).

<p><b>Rules of funds transfer systems</b></p>	<p>Funds transfers to or from your account will be governed by the rules of the funds transfer system(s) through which the transfers are made (“system rules”), such as, Fedwire, the National Automated Clearing House Association, the Electronic Check Clearing House Organization, any regional association (each an ACH), the</p>
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	Clearing House Interbank Payments System (CHIPS), the Society for Worldwide Interbank Financial Telecommunication (“SWIFT”) and the RTP system (“RTP System”). We are under no obligation to honor, in whole or in part, any payment order or other instruction that could result in our contravention of applicable law, including, without limitation, requirements of the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”) and the Financial Crimes Enforcement Network (“FinCEN”).
<b>Sending funds transfers/ means of transmission</b>	When acting upon your transfer instructions, we may use any means of transmission, funds transfer system, clearing house, or intermediary bank that we reasonably select.
<b>Notice of funds transfers</b>	We will notify you of funds electronically debited from or credited to your account through the account statement covering the period in which the transaction occurred. We are under no obligation to provide you with any additional notice or receipt.
<b>Reliance on identification numbers</b>	If an instruction or order to transfer funds describes the party to receive payment inconsistently by name and account number, we will rely on the beneficiary account number even if the account number identifies a party different from the named recipient. If an instruction or order to transfer funds describes a participating financial institution inconsistently by name and identification number, the identification number may be relied on as the proper identification of the financial institution.
<b>Your duty to report unauthorized or erroneous funds transfers</b>	You will exercise ordinary care to determine whether a funds transfer from your account was either not authorized or inaccurate. You must notify us if a funds transfer from your account was not authorized or is inaccurate within 14 days after we notify you that the order was accepted. If you do not notify us within 14 days, we will be entitled to retain payment for the funds transfer.
<b>Erroneous payment orders</b>	We are not responsible if you provide incomplete or inaccurate information in your payment orders and as a result you could lose funds. We have no obligation to detect errors you make in payment orders (for example, paying the wrong person or the wrong amount). Just because we detect an error once, we will not be obligated to detect future errors. We will rely on the beneficiary account number and beneficiary bank identification number (e.g., IBAN, RTN, or SWIFT BIC) you provide with an instruction or order.
<b>ACH transactions</b>	These additional terms apply to payments to or from your account that you transmit through an ACH: <ul style="list-style-type: none"> <li>• Your rights as to payments to or from your account will be based on the laws governing your account.</li> <li>• When we credit your account for an ACH payment, the payment is provisional until we receive final settlement through a Federal Reserve Bank or otherwise receive payment.</li> <li>• If we do not receive final settlement or payment, we are entitled to a refund from you for the amount credited to your account.</li> <li>• Any Originating Depository Financial Institution (ODFI) may initiate, pursuant to ACH Operating Rules, ACH debit entries to your account for presentment or re-presentment of items you write or authorize.</li> </ul>
<b>Incoming international wire transfers</b>	Incoming wire transfers must be in U.S. dollars.
<b>Reversal or return of ACH transactions</b>	<u>Consumer accounts only:</u> You have the right to reverse any unauthorized ACH payment that was debited from your account. If you give us written notice that you want to reverse a payment, we will credit your account for the amount of the payment. You must notify us no later than 15 days after we send or otherwise make available to you the account statement that reflects the payment you want to reverse. This right of reversal is in addition to your right to stop payment.  <u>Business accounts only:</u> Under the ACH Rules, the Credit Union can return any

	<p>non-consumer ACH debit entry as unauthorized until midnight of the business day following the business day the Bank posts the entry to your account. In order for the Credit Union to meet this deadline, you are required to notify us to return any non-consumer ACH debit entry as unauthorized by the cutoff time we separately disclose. The cutoff time is currently 3:00 p.m. Eastern Time. If you do not notify us in a timely manner of the unauthorized non-consumer ACH debit entry, we will not be able to return it without the cooperation and agreement of the originating bank and the originator of the debit entry. Any other effort to recover the funds must occur solely between you and the originator of the entry.</p>
<p><b>Additional information on ACH debit entries</b></p>	<p>If you provide information that is incorrect or subject to change (for example, if the sender changes its company identification number or individual identification number), it may result in payment or non-payment of the ACH debit entry. You acknowledge this risk and agree that you are responsible for notifying the sender if the ACH debit entry that your authorization has been revoked. You agree to indemnify and hold us harmless from, and against any loss we incur, as a result of our paying an ACH if any of the information relied on in the stop payment order is incorrect or incomplete.</p>
<p><b>Liability for transactions not covered by Regulation E</b></p>	<p>For purchases and other transactions in consumer accounts not governed by Regulation E, you are liable for all losses relating to unauthorized funds transfers that do not result solely from our negligence or intentional misconduct, unless the laws governing your account require lesser liability.</p>

**Electronic Fund Transfer Services (Consumer accounts only)**

These provisions DO NOT apply to business accounts.

<p><b>General rules for electronic fund transfer services</b></p> <p>When you read this section, you will see references to Regulation E which provides certain protections and responsibilities.</p>	<p>We offer a variety of electronic fund transfer services you can use to access funds in your account(s) and perform other transactions detailed in this section. We describe some of these services in this section and also provide certain disclosures that apply to the use of electronic fund transfer services with your consumer account. Some of these services are governed by separate agreements we give to you at the time your card is mailed or you sign up for the service (e.g., debit cards, online, and mobile banking).</p> <p>Regulation E, or Reg. E, applies to transactions you can perform using your card to access your account, such as purchases and ATM transactions. Regulation E also applies to other types of electronic fund transfers you can make from or to your account, such as payments made using Bill Pay and the direct deposit of your paycheck into your account.</p> <p>Regulation E sets forth the basic rights, liabilities, and responsibilities of consumers who use electronic fund transfers and of the banks or other persons who offer these services. It includes the actions you need to take if you believe your card, your card number, or your Personal Identification Number (PIN) has been lost or stolen, or if you notice an error or unauthorized electronic fund transfer on your account. Your responsibilities and protections under Regulation E are described in more detail in the “Electronic Fund Transfer Disclosures” section.</p> <p>For unauthorized card transactions, in addition to the rights you have under Regulation E, Credit Union zero liability protection provides you with added protection from liability. For details, see “Zero liability protection” in the “Debit Cards” section of this Agreement.</p> <p>The following table summarizes the types of transactions to which Regulation E</p>
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	applies and tells you if Zero Liability protection covers the transaction.		
Electronic fund transfer	Description	Transaction covered by Reg E	Zero Liability protection
<b>Card transactions</b>			
Debit cards	Use your Debit card to make purchases, withdrawals, payments, transfers, and other transactions as described above in the “Debit Cards” section of this Agreement	X	X
<b>Electronic transfers, payments, credits, and electronic check conversions</b>			
Transfers	Send or receive transfers between your accounts or to other recipients at Credit Union or other financial institutions	X	
Payments	One-time or recurring payments from your account that you initiate or preauthorize for withdrawal from your account	X	
Credits	Manual or automatic electronic deposits to your account, such as payroll or benefits payments	X	
Electronic check conversions	Electronic fund transfer using information from a check (e.g., the Bank’s routing number and your account number)	X	
<b>Phone Banking transactions</b>			
Phone banking transactions	Not under a written agreement or plan: A request via phone to the Credit Union to make a transaction to or from your account		
	Under a written agreement or plan: Banking by phone (such as PS-24), under an agreement, can make transactions to and from your account	X	
<b>Electronic Fund Transfer Disclosures (Consumer accounts only)</b>			
The following provisions apply to electronic fund transfers to or from your consumer deposit account that are governed by Part A of Regulation E. These provisions DO NOT apply to business accounts.			
Note: These provisions do not apply to wire transfers. Refer to the “Funds Transfer Services” section of this Agreement.			
<b>Liability for unauthorized transactions according to Regulation E</b>	<p>Notify us AT ONCE if you believe your card, card number, 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 funds in any line of credit, savings account, or credit card linked to your account or as part of an Overdraft Protection plan).</p> <p>If you notify us within two business days after you learn of the loss or theft of your card, card number, or PIN, you can lose no more than \$50 if someone used your credentials without your permission. If you do NOT notify us within two business days after you learn of the loss or theft of your card, card number, or PIN, and we can prove we could have stopped someone from using your credentials without your permission if you had told us, you could lose up to \$500 (however, see “zero liability protection” in the “Debit Cards and ATM Cards” section of this Agreement).</p> <p>Also, if your account statement shows transfers that you did not make or authorize, including those made by your card, PIN, or other means, tell us at once. If you do not notify us within 60 days after the statement was mailed or was otherwise made available to you, you will be liable for any additional unauthorized transactions that occurred after the 60-day period and before you provided notice to us (if we can</p>		

	<p>prove we could have stopped those transactions had you promptly notified us). This will apply even to unauthorized transactions that occur shortly before you notify us.</p>
<p><b>Contact in the event of unauthorized transfer</b></p>	<p>If you believe your card, card number, or PIN, has been lost or stolen, call us at 1-800-639-2206, or write to us at Seaboard Federal Credit Union, P.O. Box G, Bucksport, ME 04416.</p> <p>You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.</p>
<p><b>Preauthorized credits to your account</b></p>	<p>If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you may check your online or mobile banking, enroll in account alerts, or call us at 1-800-639-2206 to find out whether or not the deposit has been made.</p>
<p><b>Handling preauthorized payments</b></p>	<p><u>Right to stop payment:</u> If you have notified us in advance to make regular (recurring) payments out of your account, you may stop any of these payments. Here is how: Call us at 1-800-639-2206, or write to us at Seaboard Federal Credit Union, P.O. Box G, Bucksport, ME 04416, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.</p> <p><u>Notice of varying amounts:</u> If the amount of these regular (recurring) payments vary, the party you are going to pay should tell you, 10 days before each payment, when it will be made and how much it will be. (The party you are going to pay may allow you to choose to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)</p> <p><u>Liability for failure to stop payment:</u> If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will pay for your losses or damages.</p> <p><b>Note:</b> We cannot stop payment on a purchase transaction unless it is a preauthorized electronic fund transfer.</p>
<p><b>Electronic check conversion</b></p>	<p>You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to 1) pay for purchases, or 2) pay bills.</p>
<p><b>Account inquiry</b></p>	<p>You have the right to contact us to find out whether an electronic transfer has been credited or debited to your account. Call us at 1-800-639-2206, or write to us at Seaboard Federal Credit Union, P.O. Box G, Bucksport, ME 04416.</p>
<p><b>Receipts</b></p>	<p>You may request a receipt at the time you make any transfer to or from your account using one of our ATMs or when you use your card at a merchant terminal.</p>
<p><b>Our liability for failure to make transfers</b></p>	<p>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. For instance, we will not be liable if:</p> <ul style="list-style-type: none"> <li>• Through no fault of ours, you do not have enough money in your account to make the transfer.</li> <li>• The transfer would go over the credit limit on a credit account linked for Member Privilege.</li> <li>• The ATM where you are making a withdrawal does not have enough cash.</li> <li>• The terminal or system was not working properly and you knew about the breakdown when you started the transfer.,</li> <li>• Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.</li> </ul>

<p><b>In case of errors or questions about your electronic fund transfers</b></p>	<p>If you see an error or have questions about your electronic transfers, think your deposit statement or receipt is wrong, or you need more information about a transfer listed on an account statement or receipt, call us at 1-800-639-2206, or write to us at Seaboard Federal Credit Union, P.O. Box G, Bucksport, ME 04416 as soon as you can. We must hear from you no later than 60 days after we send the FIRST account statement on which the problem or error appeared, and you should take the following actions:</p> <ul style="list-style-type: none"> <li>• Tell us your name and account number (if any) and the dollar amount of the suspected error.</li> <li>• Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information.</li> </ul> <p>If you notify us in person or by phone, we may require that you send us your complaint or question in writing within 10 business days.</p>
<p><b>Investigations</b></p>	<p>We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we need more time, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not provisionally credit your account.</p> <p>For errors involving new accounts, point-of-sale transactions, card not present, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.</p>
<p><b>Other Account Services and Restrictions</b></p>	
<p><b>Telephone Banking Services (PS-24)</b></p>	<p>You may use our automated phone system to get account information, transfer funds between Credit Union accounts, or pay certain Credit Union credit bills. To access this service, you must have a valid PIN. If you do not have a valid PIN, we will ask you for information to verify your identity. We may cancel your Telephone Banking PIN at any time without notice, including after six months of non-use. We may comply with any request of a caller using Credit Union’s telephone banking services, provided we authenticate the caller in compliance with one of the identity verification procedures described in this paragraph.</p>
<p><b>Limits on transactions and freezing accounts</b></p>	<p>In accordance with applicable law, we reserve the right to require you to provide written notice of any intended withdrawals from any account(s) of not less than seven (7) but not more than sixty (60) days before the intended date of withdrawal. If there are sufficient funds to cover some but not all of your withdrawal orders, we may permit those for which there are sufficient funds in any order we choose. We may refuse to allow any transaction, and will advise when required by applicable law. If we freeze any account – we will only be obligated to remove the freeze upon receipt of either an agreement signed by all interested person or a legal document, which meets our requirements. Any amounts in excess of such limit must be facilitated by other means such as a cashier’s check or wire transfer.</p>
<p><b>Large cash withdrawals or deposits</b></p>	<p>We may place reasonable restrictions on large cash withdrawals. These restrictions may include requiring you to provide reasonable advance notice to ensure we have sufficient cash on hand. We do not have any obligation to provide security if you make a large cash withdrawal. If you want to deposit a large amount of cash, we may</p>

	<p>require you to provide adequate security or exercise other options to mitigate possible risks. In addition to the foregoing if any person should instruct the Credit Union to make a large cash withdrawal and we, in our sole discretion decide to accommodate such request, in lieu of other methods of transferring funds offered by the Credit Union, you will execute and deliver any releases and/or indemnities that the Credit Union may require in connection with any such withdrawal. The Rate and Fee Schedule provides the amount we consider large, which may vary from time to time.</p>
<p><b>Restrictions on withdrawals from all accounts / transactions: Closing accounts</b></p>	<p>When either you or the Credit Union close any accounts, certain funds may not be immediately made available to you upon closing. This is due to actions you have taken or your relationships with third parties that may result in certain holds that affect your available funds versus your actual funds. Please read this entire section for a complete explanation of these matters. These holds are generally resolved within a period of 10-days. Once all these matters are cleared so that your accounts are no longer responsible for any sums these other parties may claim, then any remaining funds shall become available funds and will be paid to you.</p>
<p><b>Items with dates and special instructions</b></p>	<p>We may, without inquiry or liability, pay a check even if it:</p> <ul style="list-style-type: none"> <li>• Has special written instructions indicating we should refuse payment (e.g., “void after 30 days” or “void over \$100”).</li> <li>• Is stale-dated (i.e., the check’s date is more than six months in the past), even if we’re aware of the check’s date.</li> <li>• Is post-dated (i.e., the check’s date is in the future).</li> <li>• Is not dated.</li> </ul> <p>All instructions to us in any manner shall be given in English; and any instructions given shall be given using simple numerical methods (e.g., to request one hundred dollars you will use: “\$100” “\$100.00” or the English equivalent: “One Hundred Dollars.”). If the numerical amount is different than the written amount, the check may be returned unpaid or, if paid, the written amount will prevail.</p>
<p><b>Use of a facsimile or mechanical signature</b></p>	<p>If you use any device or machine to provide a faxed, electronic, computer generated or other mechanical signature (including a stamp on a check) it will be treated as if you had actually signed it.</p>
<p><b>ACH debit entries (Business accounts make note)</b></p>	<p>Under the ACH operating rules, certain types of ACH debit entries may only be presented on a consumer account. We will have no obligation to pay, and no liability for paying, any consumer ACH debit entry on a business account.</p>
<p><b>Acceptable form for checks</b></p>	<p>Your checks must meet our standards, including paper stock and dimensions; we may refuse checks that do not or that cannot be processed by our equipment. Checks must include our name and address as provided by us. Certain check features, such as security features, may impair the quality of a check image. Also, you understand that checks can be washed unless you use a wash preventive ink. Therefore, you acknowledge and agree that we have no responsibility or liability to you resulting, arising or relating from/to: alterations, forgery, non-payment; returns as no account/insufficient funds or otherwise; limitations we do not specifically agree to in writing; or any other processing/payment error with regard to any check that is not printed by our approved vendor(s) or your failure to use wash preventive ink in the writing of any check(s).</p> <p>We require that checks purchased or printed from sources other than the Credit Union contain security features that will prevent the check from being counterfeited. The minimum features required are an artificial watermark, “VOID” pantograph, micro-print lines, bleed-through check numbering, a warning band and a Regulation CC endorsement backer on the reverse of the check. If you use checks that do not meet these minimum required counterfeit-avoidance security standards, and your checks are counterfeited, we may refuse to honor your request for reimbursement of any losses you may suffer.</p>

<p><b>Checks presented by a non-member of Credit Union</b></p>	<p>For these transactions, we require acceptable identification, which may include a fingerprint from the person presenting your check. We may not honor the check if the person refuses to provide us with requested identification. We may charge a fee for non-members to cash a check.</p>
<p><b>Electronic check indemnifications</b> An “electronic check” and an “electronic returned check” means an electronic image of a paper check or paper returned check or the electronic information derived from it.</p>	<p>When we transfer or present an electronic check or electronic returned check, we provide the following warranties:</p> <ul style="list-style-type: none"> <li>• <u>Image Quality Warranty</u>: We guarantee that the electronic image accurately represents all of the information on the front of the check as of the time that the original check is truncated, and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of a check.</li> <li>• <u>No Double Debit Warranty</u>: We guarantee that the warrantee will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a paper substitute check, in a way that the warrantee will be asked to pay a check that it has already paid.</li> </ul> <p>When we transfer an electronic check for collection or payment, we make the image quality warranty and the no double debit warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. When we transfer an electronic returned check for return, we make the image quality warranty and the no double debit warranty to the transferee returning bank, the depository bank, and the owner.</p> <p><u>Indemnities applicable to electronic checks and electronic returned checks presented to the Credit Union</u>: You will indemnify, defend, and hold us harmless from all liabilities, obligations, demands, and costs (including fees of legal counsel and accountants) awarded against or incurred by us (collectively, “losses and liabilities”), related to the transfer or return of an electronic check or an electronic returned check on your behalf. If we suffer any losses or liabilities related to a breach of the image quality warranty or the no double debit warranty, you will reimburse us and not hold us responsible or liable.</p> <p><u>Indemnities applicable to Mobile Deposit Capture services</u>: If a depository bank accepts the original check from which an electronic check is created and suffers losses due to the check having already been paid, we are required to indemnify and reimburse that bank. If we suffer any losses or liabilities related to that type of depository bank indemnity obligation, you will indemnify and reimburse us and not hold us responsible or liable.</p> <p><u>Indemnities applicable to electronically created items</u>: If we transfer or present an “electronically created item” and receive settlement or other consideration for it, we are required to indemnify and reimburse each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against losses that result from the fact that:</p> <ul style="list-style-type: none"> <li>• The electronic image or electronic information is not derived from a paper check.</li> <li>• The person on whose account the electronically created item is drawn did not authorize its issuance or the payee stated on the item.</li> <li>• A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically created item in such a way that the person is asked to make payment based on an item previously paid.</li> </ul>

	<p>If we suffer any losses or liabilities related to the above type of electronically created item indemnity obligation, you will indemnify and reimburse us and not hold us responsible or liable.</p>
<p><b>Stop payment-</b> Applicable fees are described in the Rate and Fees Schedules</p>	<p><u>Requesting stop payment on a check:</u> You may request a stop payment on a check if you allow us a reasonable amount of time to act on it; the same is true if you ask us to cancel a stop payment order. You may request a stop payment through <a href="http://www.seaboardfcu.com">www.seaboardfcu.com</a>, by phone, or by visiting your local branch. If we verify that we have already become obligated to pay the check from your account, we cannot accept your stop payment order. To issue a stop payment order on a check, we need the following information:</p> <ul style="list-style-type: none"> <li>• Your Credit Union account number</li> <li>• The check number or range of numbers</li> <li>• The check amount or amounts</li> <li>• The payee(s) name(s)</li> <li>• The date on the check</li> </ul> <p>We are not responsible for stopping payment on a check if you provide incorrect or incomplete information about the check.</p> <p><u>Effective period for a stop payment order:</u> A stop payment order on a check is valid for six months. We may pay a check once a stop payment order expires. You must request a new stop payment order if you do not want it to expire. We treat each renewal as a new order, and a new fee will apply. Even if we return a check unpaid due to a stop payment order, you may still be liable to the holder of the check (e.g., a check cashing business).</p> <p><u>Stop payment orders on ACH debit entries:</u> You may request a stop payment order for an ACH debit entry that has not already been paid, or is pending to be paid, from your account. To be effective, a stop payment order must be received in a time and manner that gives the Credit Union a reasonable opportunity to act on the applicable ACH debit entry. If you provide verbal instructions, we may require confirmation in writing. If such written confirmation is not received, we may remove the stop payment order after 14 days. An instruction to revoke a stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it.</p> <p>To place a stop payment order on an ACH debit entry, you must provide the following information: (1) your account number, (2) amount of the ACH debit entry, (3) effective date, and (4) payee name. We may request additional information and may, at our sole discretion, use only a portion of the required information in order to identify the ACH debit entry. We may be able to place a stop payment order based on the company identification number of the sender/payee, but this may stop some or all ACH entries received from this sender/payee.</p> <p><u>Stopping payment on a preauthorized electronic fund transfer:</u> If your account is a consumer account, you may stop payment on a preauthorized electronic fund transfer. See “Handling preauthorized payments” in the “Electronic Fund Transfer Services” section of this Agreement.</p>
<p><b>Post-dated checks</b></p>	<p>A post-dated check is a check you issue with a date in the future. We are not responsible for waiting to honor the check unless you use a stop payment order for the check. You are responsible for notifying us to cancel the stop payment order when you are ready to have that check paid.</p>



## Account Disclosures (Truth in Savings Act)

All accounts described in this Truth-in-Savings Disclosure are Share Accounts. Except as specifically described, the following disclosures apply to all of the accounts. The Rate and Fee Schedule applicable to your account is an integral part of these disclosures and is incorporated herein as though stated verbatim.

<b>Rate information</b>	The Annual Percentage Yield (“APY”) on your account is set forth in the Rate and Fee Schedule. (“Schedule”). The dividend rate and APY may change each dividend period as determined by the Credit Union.
<b>Dividend compounding and crediting</b>	The compounding and crediting frequency of dividends and the dividend period applicable to each account are stated in the Rate and Fee Schedule. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period. If your account is closed or you make a withdrawal during a dividend period before dividends are credited, you may not receive accrued but uncredited dividends.
<b>Accrual of dividends</b>	Dividends will begin to accrue on the business day we receive provisional credit for the deposit of noncash items (e.g., checks) to your account. Dividends will begin to accrue on cash deposits on the business day you make the deposit to your account.
<b>Balance information</b>	Any minimum deposit to open an account and the minimum average daily balance you must maintain to avoid service fees and to earn the annual percentage yield stated for your account is set forth in the Rate and Fee Schedules. Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal balance in the account each day.
<b>Transaction limitations</b>	Limitations are set forth in the Rate and Fee Schedules.  <u>Additional Limitations for IRA Savings Accounts:</u> You are solely responsible for complying with any requirements including transaction limitations and penalties for early withdrawal under the Internal Revenue Code or other applicable Federal or State law governing any IRA or other Credit Union accounts. Transfers to a Credit Union IRA Certificate are allowed subject to applicable law; and the minimum balance requirements and other restrictions applicable to the Certificate Account.
<b>Membership par value</b>	As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth in the Rate and Fee Schedule.
<b>Rates</b>	The rates provided with or in the Rate and Fee Schedule are accurate as of the effective date indicated therein. If you have any questions or require current rate information on your accounts, please contact the Credit Union.
<b>Fees</b>	See Rate and Fee Schedule for a listing of fees and charges applicable to your account(s).

## Account Disclosures for Time Deposits / Certificates (Truth in Savings Act)

All accounts described in this Truth-in-Savings Disclosure are share accounts. Except as specifically described, the following disclosures apply to all of the accounts. The Rate and Fee Schedule applicable to your account is an integral part of these disclosures and is incorporated herein as though stated verbatim.

<b>Rate information</b>	The Annual Percentage Rate is set forth in the Rate and Fee Schedule.
<b>Dividend compounding and crediting</b>	The compounding and crediting frequency of dividends and the dividend period applicable to each account are stated in the Rate and Fee Schedule. The dividend period is the period of time at the end of which an account earns dividend credit. The dividend period begins on the first calendar day of the period and ends on the last calendar day of the period.
<b>Accrual of dividends</b>	Dividends will begin to accrue on the business day we receive provisional credit for the deposit of noncash items (e.g., checks) to your account. Dividends will begin to accrue on cash deposits on the business day you make the deposit to your account. Once dividends are credited to a certificate account, it becomes principal. If you close

	your Certificate account before any dividend is credited, you will not receive accrued but uncredited or unpaid dividends.
<b>Balance Information</b>	Dividends are calculated by the daily balance method which applies a daily periodic rate to the principal balance in the account each day.
<b>Transaction limitations</b>	<p>Limitations are set forth in the Rate and Fee Schedules. In addition to any other applicable limitations described herein, after a Certificate of Deposit is opened, you may not make deposits into that certificate before maturity.</p> <p><u>Additional Limitations for IRA Savings Accounts:</u> You are solely responsible for complying with any requirements including transaction limitations and penalties for early withdrawal under the Internal Revenue Code or other applicable Federal or State law governing any IRA or other Credit Union accounts. Transfers to a Credit Union IRA Certificate are allowed subject to applicable law; and the minimum balance requirements and other restrictions applicable to the Certificate Account.</p>
<b>Membership par value</b>	As a condition of membership, you must purchase and maintain the minimum required share(s) as set forth in the Rate and Fee Schedule.
<b>Rates</b>	The rates provided with or in the Rate and Fee Schedule are accurate as of the effective date indicated therein. If you have any questions or require current rate information on your accounts, please contact the Credit Union.
<b>Fees</b>	See Rate and Fee Schedule for a listing of fees and charges applicable to your account(s).
<b>Maturity date</b>	Your account will mature on the date stated in your certificate, receipt or any renewal notice the Credit Unions provides to you.
<b>Early and partial withdrawal penalties – all time deposit accounts</b>	You have agreed to leave the principal of this account on deposit for the full term stated in your Certificate. If all or part of the principal is withdrawn before the maturity date, the Credit Union may charge you a penalty. Withdrawal of the principal amount of your certificate may be made only with the consent of the Credit Union. Unless stated otherwise, owners of accounts with a stated term of 18 months or less shall forfeit an amount equal to up to one-month dividends on the amount withdrawn. Unless stated otherwise, owners of accounts with a stated term of more than 18 months shall forfeit an amount equal to 6 months dividends on the amount withdrawn. The penalty may be calculated at the rate paid on the deposit at the time of the withdrawal. The penalty will, if necessary, be taken from the principal amount of the deposit. The Credit Union may grant a premature withdrawal request without penalty or with a reduced penalty in an event such as, the owner's death or legal incompetence; or if your account is an IRA account and the account is revoked within seven (7) days after the IRA Disclosure Statement is received; or when the account is an IRA account and the owner qualifies pursuant to applicable law.
<b>Renewal policy</b>	<p>Unless you instruct the Credit Union otherwise, your certificate will automatically renew at maturity. You will have a grace period of ten (10) business days after the maturity date to withdraw the funds in the account without being charged an early withdrawal penalty. However, the Credit Union reserves the right to give the owner written notice that the account will not be renewed. If not renewed, upon maturity, the account will be converted to a regular share account and receive earnings at the rate then paid on regular share deposits. The rate of earnings for any renewal terms, shall be at the rate the Credit Union is then offering on the same accounts in this class. If you instruct us not to renew your account, then no dividends will be paid after the maturity date.</p> <p><u>Deceased Member Accounts:</u> If a single owner member or all owners of a multiple party account decease prior to the renewal date, the certificate will not be renewed and will be transferred to the members' savings account; or if no such account matching the ownership is open, then to a general ledger account pending estate resolution of the account.</p> <p>Upon renewal the rate then applicable to the term will be paid.</p>

## Protecting Your Account and Your Information

<p><b>Protection against unauthorized items</b> Applies to Consumer and Business Accounts</p>	<p>You acknowledge that there is a growing risk of losses resulting from fraud, including unauthorized items. To help prevent fraud on your account, you agree to take reasonable steps to ensure the integrity of your account and items drawn on your account or deposited to it. We recommend you take the following preventive measures (not an exhaustive list):</p> <ul style="list-style-type: none"><li>• Reconcile your account statements when received and promptly notify us of any problem.</li><li>• Promptly notify us if you do not receive an expected statement.</li><li>• Do not provide your account and routing numbers to unknown persons. Fraudsters may use this information to initiate fraudulent transactions against your account.</li><li>• Only write checks to people and businesses whom you know. Fraudsters may try to trick you by pretending to be friends and family, indicating you have won the lottery or sweepstakes, through online dating sites, or impersonating law enforcement.</li><li>• Do not deposit checks from people whom you do not know. Fraudsters often request that you deposit a fake a check into your account, then request that you return some of the funds. After you return the funds, the check bounces, but you are still responsible to us for the full amount of the check you deposited.</li><li>• Write your checks in a manner to prevent others from adding words, numbers or making other changes without your authorization.</li><li>• Protect your checks from unauthorized use and theft by securing your supply of checks at all times (for example, never leave checks in an unlocked vehicle, or out in a visible location unattended), using tamper resistant checks, using wash preventive ink, destroying checks you do not intend to use, and not signing blank checks. Check- related fraud is common. If you fail to take any of these preventive measures, we are not responsible for any losses that you may incur.</li><li>• If you link any of your accounts or services to a third-party app or payment service (including but not limited to PayPal, Zelle or Venmo) you understand and agree that these are not Credit Union services; and any transactions you make will be subject to your agreements with the app or service provider. You understand that these apps and services do not provide the same protections from fraud or other misapplication of funds as traditional direct banking services. If we transfer any funds as directed by you, or anyone you authorize to the app or third-party service provider, such transfer(s) shall in all respects be an authorized transaction and we will have no further obligation or liability if the app or provider then transfers the funds to a fraudster or the funds are otherwise misapplied. Further, you understand that funds transferred to/via a third-party App may not be federally or otherwise insured; and you assume all risks should your funds become unavailable for any reason.</li></ul>
<p><b>Additional protections for business accounts</b> Applies only to Business Accounts</p>	<p>Additional steps business members should take to help reduce the risk of fraud on their accounts:</p> <ul style="list-style-type: none"><li>• Assign responsibilities for your business account to multiple individuals and periodically reassign duties. Have different people reconcile statements and withdraw funds.</li><li>• Watch for checks cashed out of sequence or made out to cash as flags for embezzlement.</li><li>• Review activity for unexpected fluctuations such as the percentage of cash</li></ul>

	<p>deposits to total deposit size. Most businesses will keep a constant average.</p> <ul style="list-style-type: none"> <li>• Notify us immediately when an authorized signer’s authority ends so that their name can be removed from account access.</li> <li>• Obtain insurance coverage for bank account fraud risks.</li> <li>• Watch out for imposters impersonating vendors or if an alleged vendor changes their payment instructions.</li> <li>• Only send trusted employees to deliver checks or make deposits.</li> </ul> <p><u>Consequences if a business customer does not implement the fraud prevention services we recommend:</u> If we have expressly recommended that you use a fraud prevention service or industry best practice and you either (a) decide not to implement or use the recommended service or industry best practice or (b) fail to use it in accordance with the applicable service description or our other applicable documentation, then you are responsible for all losses that could have been prevented or mitigated by correct use of the recommended service or best practice.</p>
<p><b>Verifying your identity with your mobile device and your wireless company</b></p>	<p>The Credit Union may collect, use, and retain personal or other information about you or your mobile device to assist in verifying your identity. We may rely on such information provided to us by your wireless company, and you authorize them to disclose:</p> <ul style="list-style-type: none"> <li>• Your mobile number, name, address, email;</li> <li>• Network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI), and other subscriber and device details to Credit Union and our service providers for the duration of the account relationship.</li> </ul> <p>Review our Privacy Notice for how we treat your data. You represent that you are the owner of the mobile phone number or have the delegated legal authority to act on behalf of the mobile subscriber to provide this consent.</p>

**Statements, Interest, and Other Account Information**

<p><b>Statements and notices</b></p>	<p>We will make available to you a statement of your account activity for each statement period, using the postal or email address associated with your account. We will do the same with notices. If your delivery preference is electronic, we will notify you by email that your statement or notice is available online.</p> <p>We will send statements and notices to one owner of a jointly owned account, and you agree that owner is responsible for sharing copies of the information with all other owners.</p> <p>Your statement is considered received by you on the second business day after we mail it to you or, if your delivery preference is electronic, when it is available through online or mobile banking. You agree to this timing even if the postal or email address you provided us is invalid. You agree that we may stop sending electronic statements and send paper statements by mail if we have reason to believe electronic statements may not be received or accessible to any or all owners of the account.</p> <p>Checking accounts get a monthly account statement. Savings accounts generally get a quarterly account statement, but will receive a monthly statement if you set up automatic transfers into your savings account, have electronic fund transfer activity in the account, loan activity, or have a combined statement for your checking and savings accounts.</p>
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<b>Separate statements</b>	A separate statement will be issued for each member account number. The Credit Union does not offer combined statements for members with more than one account number. Fees may be charged for mailing statements when we provide other free options such as online statement. Please refer to the Rate and Fee Schedules.
<b>Check safekeeping and check image service</b>	<p>We do not return your physical paid checks in your statements. Instead, we make copies of your paid checks available by request.</p> <p>When we provide a statement, we have made the check image available to you, even if we do not send originals or images with the statement. We will destroy original checks after a reasonable period of time we determine. If for any reason we cannot provide a copy of your check, we will not be liable for more than the face amount of the check. We cannot provide originals or images of checks that are sent to us as electronic transfers. Additionally, other banks may send us electronic images instead of original checks. In that case, we may provide a copy of the image, but not the original check.</p>
<b>Account statements or notices returned or undeliverable</b>	<p>Your account statements or notices will be considered unclaimed or undeliverable if:</p> <ul style="list-style-type: none"> <li>• Two or more consecutive account statements or notices are returned to us through the mail because of an incorrect address.</li> <li>• We notify you electronically that your account statement is available for online viewing, and we receive email notifications that our message is undeliverable.</li> </ul> <p>In either event, we may</p> <ul style="list-style-type: none"> <li>• Discontinue sending account statements and notices.</li> <li>• Destroy account statements and notices returned to us as undeliverable.</li> </ul> <p>We will not resume nor attempt to re-deliver account statements and notices to you until you provide us with a valid postal or electronic address.</p>
<b>Change of address</b>	<p>You agree to promptly notify us of any change to your postal or email address. We will change your postal or email address within a reasonable time after you request it. If you have a combined statement, any owner of the primary account can change the address of all accounts included in the combined statement. Unless you instruct otherwise, we may change the postal or electronic address only for the account(s) you specify or for all or some of your other account(s) with us.</p> <p>We may update your address in our records without a request from you if (1) we identify a need to rely on another address you have provided us; or (2) we receive an address change notice from the U.S. Postal Service or information from another party in the business of providing correct address details that does not match the address in our records for your account or Membership Agreement.</p>
<b>Your responsibility to review account statements and notices and notify us of errors</b>	<p>You are obligated to:</p> <ul style="list-style-type: none"> <li>• Examine your account statement promptly and carefully.</li> <li>• Notify us promptly of any errors.</li> <li>• Notify us within 30 days after we have made your account statement available to you of any unauthorized transaction on your account. Note: If the same person has made two or more unauthorized transactions and you fail to notify us of the first one within this 30-day period, we will not be responsible for unauthorized transactions made by the same wrongdoer.</li> <li>• Notify us within six months after we have made your account statement available to you if you identify any unauthorized, missing, or altered endorsements on your items.</li> </ul>

	<p>For specific information on unauthorized card transactions, see “Zero Liability protection” in the “Debit Cards” section of this Agreement.</p> <p><u>Consumer accounts only:</u> Electronic fund transfers are subject to different time periods for notification of errors, as described in the “Electronic Fund Transfer Services” section of this Agreement. Common examples of electronic fund transfers are ATM, debit card, and Bill Pay transactions.</p>
<b>Responsibility to notify us of errors</b>	<p>If you fail to notify us of any unauthorized transaction, error, or claim for a credit or refund within the time frames specified above, your account statement will be considered correct and we will not be responsible for any unauthorized transaction, error, or claim for transactions included in the applicable statement.</p>
<b>Unauthorized transactions</b>	<p>A transaction is an unauthorized transaction when it is</p> <ul style="list-style-type: none"> <li>• Missing a required signature or other evidence showing you have authorized it.</li> <li>• Altered (for example, the amount of a check or the payee’s name is changed).</li> </ul> <p>You may notify us of errors on your account statements by promptly</p> <ul style="list-style-type: none"> <li>• Calling the telephone number listed on your account statement or in a notice.</li> <li>• Submitting a written report (if instructed by us) as soon as possible, but in any event within the specified time frames.</li> </ul> <p><u>Actions we take when you report an unauthorized transaction:</u> We investigate any reports of unauthorized activity on your account. After you submit a claim, we may require you to:</p> <ul style="list-style-type: none"> <li>• Complete and return the claim form and any other documents we require,</li> <li>• Notify law enforcement (if you do not do so, we may do so if we may incur any loss or damage associated with the claim).</li> </ul> <p>We may reverse any credit made to your account resulting from a claim of unauthorized transaction or error.</p> <p>For specific information on unauthorized card transactions, see “Zero Liability protection” in the “Debit Cards” section of this Agreement.</p> <p><u>Consumer accounts only:</u> For specific information on unauthorized electronic fund transfers, see the “Electronic Fund Transfer Services” section of this Agreement.</p>
<b>Adverse claims against your account</b>	<p>An adverse claim occurs when:</p> <ul style="list-style-type: none"> <li>• Any person or entity makes a claim against your account or funds in your account.</li> <li>• We believe a conflict exists between or among your account’s owners.</li> <li>• We believe a dispute exists over who has account ownership or authority to withdraw funds from your account.</li> </ul> <p>In these situations, we may take any of the following actions without any responsibility or liability to you:</p> <ul style="list-style-type: none"> <li>• Continue to rely on the documents we have on file for your account.</li> <li>• Honor the claim against your account funds if we believe claim is valid.</li> <li>• Freeze all or a part of the funds in your account until we believe the dispute is resolved to our satisfaction.</li> </ul>

	<ul style="list-style-type: none"> <li>• Close your account and send a check or other item for the available balance in your account payable to you or to you and each person or entity who claimed the funds.</li> <li>• Pay the funds into an appropriate court and/or petition the court to resolve the dispute.</li> </ul> <p>We also may charge you and/or any account you keep with us for our fees and expenses in taking these actions (including attorney’s fees and expenses, and court costs).</p>
<b>If you carry special insurance for employee fraud / embezzlement</b> (Business accounts only)	If you have special insurance for employee fraud/embezzlement, we may require you to file your claim with your insurance company before making any claim against us. In such event, we will consider your claim only after we have reviewed your insurance company’s decision, and our liability to you, if any, will be reduced by the amount your insurance company pays you.
<b>Other Insurance</b> (Business accounts only)	If you make any claim that relates to a business account, you agree to pursue all rights you may have under any insurance coverage you maintain before making any claim against us in connection with any transaction involving your accounts. You will provide us with all reasonable information about your coverage, including the name of your carrier, policy number, policy limits and applicable deductibles. Any liability we may have to you is reduced by the amount of all insurance proceeds you receive or are entitled to receive. At our request, you agree to assign to us your rights under your insurance policy(ies).
<b>Restricting access to your account</b>	If we suspect any suspicious, irregular, fraudulent, unauthorized, dispute as to ownership or unlawful activities, we can prevent, delay or decline transactions, freeze all or some of the funds in any account with us that you keep or control, and otherwise restrict access to your account. We may take these actions in our sole discretion and without liability to you, but we are not obligated to take any such actions.
<b>Converting accounts</b>	We can convert your account to another type of deposit account (by giving you any required notice) if: <ul style="list-style-type: none"> <li>• You use it inappropriately or fail to meet or maintain the account’s requirements, including minimum balance requirements.</li> <li>• We determine an account is inappropriate for you based on your use, or</li> <li>• We stop offering the type of account you have.</li> <li>• You use a personal account for business activities.</li> </ul>
<b>Sharing information about your account with others</b>	Generally, if we do not have your consent, we will not share information about your account. However, we may share information about your account in accordance with our Privacy Disclosures on page 55 of this Agreement.
<b>Tax identification number certification requirements</b>	U.S. Treasury regulations require us to determine the tax residency of all members and payees who could receive income that is reportable to the IRS. We accomplish this by obtaining a Form W-9 from all U.S. taxpayers. We use Form W-9 or a substitute equivalent to document U.S. tax residency and obtain a Taxpayer Identification Number (“TIN”) from the owners of each account. <p>If you own your account as an individual or sole proprietor, upon your death, we must be provided with the estates or successor’s IRS Form W-9. If not provided, we may either refuse to pay interest earned on your account from the date of your death or apply backup withholding on the income earned after the date of your death.</p>
<b>Your tax responsibility</b>	You are responsible for paying applicable state and local sales taxes on your account fees. These taxes vary by location. You also agree to pay an amount equal to any other applicable taxes, including backup withholding tax. We will charge you for all the foregoing taxes and amounts. You also agree to pay an amount equal to any other applicable taxes, including backup withholding tax.
<b>Communications about your account</b>	<u>Contacting you for servicing and collection:</u> We may contact you by phone, text, email, or mail to service your account or collect amounts you owe us. You will provide

	<p>us accurate and current contact information. We can contact you at any address, phone number, or email address you provide.</p> <p>When you give us a phone number, you expressly consent that we (and any party acting on our behalf) may contact you by phone call or text message at that number. When we call you, you agree that we may leave prerecorded or artificial voice messages. You also agree that we may use automatic telephone dialing systems in connection with calls or text messages sent to any phone number you give us, even if the receiving number is a mobile phone or other service for which the party called may be charged.</p> <p><u>Communicating with authorized signers:</u> We may provide you or an authorized signer with information about your account. When we receive information from an authorized signer, we treat it as a communication from you. You agree to notify us promptly in writing if an authorized signer no longer has authority on your account.</p>
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**Termination or Restriction of Account(s) and Service(s) and Policy on Member/User/Visitor Conduct and Behavior:**

The Credit Union is committed to delivering exceptional products and services to members. To that end our employees are trained to handle interpersonal interactions effectively and to address any service issues with Credit Union members. The Credit Union’s policies define the circumstances under which services may be limited for members who engage in "improper or abusive conduct;" and also address other circumstances where membership and/or services may be terminated or limited. The policy is not intended to restrict the rights and freedoms of any particular group or individual, but to protect Credit Union employees and members by addressing unacceptable conduct. You also understand and expressly agree that the Credit Union is a non-profit organization and that the rights addressed in this section are necessary to protect the Credit Union for the benefit of all members. This section applies to all members, users, persons who have interactions with us and visitors.

<p><b>Termination by You or Us</b></p>	<p>You may terminate your membership by giving us notice and complying with the policies and procedures of the Credit Union. Termination will not release you from any fees or obligations you owe us, those incurred in the process of closing your accounts or services or your liability on outstanding items or transactions. You may terminate a single party account at any time by notifying us in writing. We have the right to require the written consent of all parties to a multiple party account for termination. You further agree that we can terminate your membership, any account or service including any rewards program for cause based on any of the circumstances defined in this Agreement; without notice or further action.</p>
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<p><b>Examples for termination, limitation or restrictions by the Credit Union</b></p>	<p>We, in our sole discretion, may terminate, limit or restrict, or change the terms without notice as we in our sole discretion deem appropriate, any of your account(s) or service(s), including but not limited to loan services, or place a freeze on any sums on deposit with us at any time without notice or require you to close your account(s)/service(s) and apply for a new account(s)/service(s) if: (1) you breach any promise under this Agreement or any other agreements with us including but not limited to any default or other delinquency with regard to any loan or other agreements; (2) there is a request to change the owners or authorized users; (3) there is a fraud/forgery or unauthorized use committed or reported; (4) there is a dispute as to ownership of any account or sum on deposit; (5) there are any share drafts that are lost or stolen; (6) there are returned unpaid items-transactions not covered by an overdraft plan agreement with us or any abuse of any such plan per our assessment thereof; (7) there is any misrepresentation regarding any account(s) or service(s); (8) the Credit Union incurs any loss or believes it may incur any loss relating to any loan(s), account(s) or service(s) you have with us; (9) we believe you have been negligent in protecting any access devices or codes; (10) we deem it necessary to protect the Credit Union from any risks or losses, or otherwise deem it to be in the</p>
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	<p>best interests of the Credit Union, our members or our employees; (11) you violate any Credit Union policy, procedure or standard or any law, regulation or rule; (12) you participate or facilitate any transactions for another person who is prohibited from making transactions with us pursuant to applicable laws or Credit Union policy/procedure; (13) you make unauthorized posting(s), defacing or removing notices or signs on Credit Union premises and/or social media sites without management authorization; (14) you misappropriate Credit Union funds, property, or other material proprietary to the Credit Union; (15) you deliberately or repeatedly violate security procedures or safety rules; (16) you possess, use, or are under the influence of illicit drugs on Credit Union premises; (17) any new US or other Country's laws, rules, regulations or other requirements make it impractical or impossible for the Credit Union to meet the requirements of such laws, rules, regulations or other requirements; (18) you inappropriately use one or more credit or debit cards to obtain cash and purchasing power, use such devices to pay credit card balances with the proceeds of other cards, or use such devices in a manner we determine is primarily intended to abuse a rewards program; or (19) any account, loan or service is being maintained for any purpose other than day-to-day, primary use; (20) you refuse or fail to cooperate with the Credit Union as needed to assess any services, transactions or issues [this will in no way affect any claims you may assert under any federal or state laws which do not expressly provide a duty to cooperate and any non-cooperation will only be considered in assessing risks associated with providing services to you in the future]. Accountholders who persist in making transactions in a manner that we in our sole discretion determine to be calculated solely in order to meet monthly qualifications for rewards or any incentives that we may offer, may have their accounts converted to a different account or closed altogether. We also reserve the right to convert an account to a different account if the account does not have consistent active use over consecutive statement cycles, which period we shall determine from time to time. The foregoing is not an exhaustive list.</p>
<p><b>Improper or abusive conduct</b></p>	<p>At our sole discretion, the same termination, limitation of restrictions by the Credit Union (see above section) applies for improper or abusive conduct. The following list, although not comprehensive, is a sample of types of behavior that may be viewed as "abusive and/or improper" by the Credit Union:</p> <ul style="list-style-type: none"> <li>• Any threat of or actual bodily harm or illegal activity against another member or an employee or volunteer engaged in Credit Union business.</li> <li>• Any form of action that may constitute harassment. For example: <ul style="list-style-type: none"> <li>- Any type of harassment, including age, sexual, ethnic, or racial harassment; making racial or ethnic slurs, engaging in sexual conduct; making sexual overtures.</li> <li>- Inappropriate touching.</li> <li>- Making sexual flirtations, advances or propositions; engaging in verbal abuse of a sexual, racial or ethnic nature; making graphic or degrading comments about an individual or his or her appearance.</li> <li>- Displaying sexually suggestive objects or pictures.</li> </ul> </li> <li>• Fighting, kicking or other physical harm or attempted harm towards a Credit Union member, employee or volunteer engaged in Credit Union business. For example: <ul style="list-style-type: none"> <li>- Engaging in offensive or abusive physical contact.</li> </ul> </li> <li>• Making false, vicious or malicious statements about any Credit Union employee or volunteer or the Credit Union and its services, operations, policies, practices, or management.</li> <li>• Cursing or other abusive or vulgar language directed towards a Credit Union member, employee or volunteer engaged in Credit Union business. For example: Using profane, abusive, inappropriate, intimidating, or threatening language.</li> </ul>

	<ul style="list-style-type: none"> <li>• Possession, sale, use or the appearance of being under the influence of an unlawful or alcoholic substance on Credit Union premises or at a Credit Union function.</li> <li>• Attempting to coerce or interfere with a Credit Union employee or volunteer in the performance of their duties at any time.</li> <li>• Uncivil conduct or failure to maintain satisfactory working relationships with other members, employees and volunteers at the Credit Union.</li> <li>• Conducting or attempting to conduct or engage in any fraudulent, dishonest or deceptive activity of any kind involving Credit Union employees or Credit Union services.</li> <li>• Any act which endangers or has the potential to endanger the safety, health or well-being of another person or which is of sufficient magnitude to cause (or may cause) disruption of business at the Credit Union.</li> <li>• Any act or actions disruptive to Credit Union operations or members/employees' sense of security.</li> <li>• Prolonged presence upon Credit Union premises without any legitimate reason for such presence.</li> </ul> <p>Any other conduct which warrants termination or limitation of services in accordance with the Membership Agreement and disclosures governing any account or services may result in application of this Policy.</p>
<p><b>Expulsion of membership</b></p>	<p>We may terminate your membership in the Credit Union in one of three ways. The first way is through a special meeting. Under this option, we may call a special meeting of the members, provide you an opportunity to be heard, and obtain a two-thirds vote of the members present at the special meeting in favor of your expulsion. The second way to terminate your membership is under a nonparticipation policy given to each member that follows certain requirements. The third way to terminate your membership is by a two-thirds vote of a quorum of the directors of the credit union for cause. Cause is defined as follows: (A) a substantial or repeated violation of the terms of your Membership Agreement with us; (B) a substantial or repeated disruption, including dangerous or abusive behavior, to the credit union's operations; or (C) fraud, attempted fraud, or a conviction of other illegal conduct that a member has been convicted of in relation to us, including in connection with our employees conducting business on behalf of us.</p> <p>Before the Board votes on an expulsion, we will provide written notice to your mail address (or email, if applicable) on record or personally provide the written notice. The Credit Union will provide the specific reasons for the expulsion and allow you an opportunity to rebut those reasons through a hearing if you choose. It is your responsibility to keep your contact information with us up to date, and to open and read notices from us. There is no right to an in-person hearing with the Board, unless the Board determines to invite you to appear before them. If you fail to request a hearing within 60 calendar days of receipt of the notice, you will be expelled.</p> <p>You have the right to submit any complaints about your pending expulsion, or expulsion, to NCUA's Consumer Assistance Center if the complaint cannot be resolved with the Credit Union. We will confirm any expulsion with a letter with information on the effect of the expulsion and how you can request reinstatement. Expulsion or withdrawal from membership does not relieve a member of liability to the credit union; and we may demand immediate repayment of the money you owe to us after expulsion, subject to your agreements with us and applicable laws. You may request information on expulsion and a copy of our expulsion policy at any time, including the Credit Union's Bylaws on Expulsion.</p>

<b>Electronic banking privileges end when account is closed</b>	All of your electronic banking privileges will be terminated when your account is closed. If you are enrolled in online banking, refer to the Online Access Agreement for specific terms governing online access to your account.
<b>Notice on actions we may take upon termination as set forth above</b>	We, on our own accord, may place a stop payment on any share draft, item or transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. We are not responsible for any draft, withdrawal, item or transaction after your account is terminated. However, if we pay any item after termination, you agree to reimburse us upon demand.
<b>Joint accounts or services</b>	If our application of the Credit Union's policies or the above remedies affects any accounts or services with multiple parties, we may require the party to whom the restrictions or termination is applied be: (1) removed; (2) the account be closed and then a new account may be reopened absent the affected party; or (3) the restrictions may be applied to the account or service. The Credit Union has no obligation to provide any specific information regarding the basis for taking action under this section to any other owners or parties.
<b>Residence outside the U.S., its possessions or territories.</b>	We may require that all accounts and related services be closed or deactivated if you move your residence to a country or place outside the U.S., its possessions or territories. The Credit Union may close your account(s) and related services if you do not do so.
<b>Limitations on account and services for members who reside in non-US countries or territories; or in certain US States</b>	The Credit Union may limit, refuse, close or terminate any account or service if: (1) we deem it necessary due to legal/regulatory requirements of a foreign country that are not directly applicable to US residents; or (2) we deem it to be in the Credit Union's best interests to not provide accounts or services due to potential exposures or obligations under non-US laws, rules or regulations. The Credit Union may also limit, refuse, close or terminate any account or service if: (1) we deem it necessary due to legal/regulatory requirements of a state in which we do not maintain a physical presence and/or provide services only to a limited number of persons residing in that state; or (2) we deem it to be in the Credit Union's best interests to not provide accounts or services due to potential exposures or obligations arising or related to the laws of a state where we do not maintain a physical presence.
<b>Inactive or dormant accounts</b>	If your account falls below any applicable minimum balance or you have not made any transactions within the period of time specified in the Rate and Fee Schedules, we may classify your account(s) as inactive. An account is generally only considered dormant when an applicable State law requires such classification (i.e., dormant or abandoned). Although having no obligation to do so, we reserve the right to not classify a particular account as either inactive or dormant if any owner thereof has other active accounts or services with us. You may be charged fees as set forth in the Rate and Fee Schedules for inactivity, which is generally the failure to transact any business on an account for the period set forth in the Schedule. Unless specifically prohibited by applicable law, we may also charge a service fee set forth on the Rate and Fee Schedule for processing your dormant account ("Abandon Property Fee"). Unless prohibited by applicable law, we further reserve the right to transfer your dormant account funds to a general Credit Union account and to suspend any further account statements.

**Consumer Relationships Only: Resolving Disputes Through Arbitration**

<b>ARBITRATION AGREEMENT BETWEEN YOU AND CREDIT UNION</b>	<p>If you have a dispute with us, we hope to resolve it as quickly and easily as possible. First, discuss your dispute with us. If a Credit Union employee is unable to resolve your dispute, you agree that either Credit Union or you can initiate arbitration as described in this section.</p> <p><u>Definition:</u> Arbitration means an impartial third party will hear the dispute between Credit Union and you and provide a decision. Binding arbitration means the decision of the arbitrator is final and enforceable. A dispute is any unresolved disagreement</p>
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	<p>between Credit Union and you. A dispute may also include a disagreement about this Arbitration Agreement’s meaning, application, or enforcement.</p> <p>Credit Union and you each agree to waive the right to a jury trial or a trial in front of a judge in a public court.</p> <p>Aside from self-help remedies, this Arbitration Agreement has only one exception: Either Credit Union or you may still take any dispute to small claims court.</p> <p>Arbitration is beneficial because it provides a legally binding decision in a more streamlined, cost-effective manner than a typical court case. But, the benefit of arbitration is diminished if either Credit Union or you refuse to submit to arbitration following a lawful demand. Thus, the party that does not agree to submit to arbitration after a lawful demand must pay all of the other party’s costs and expenses for compelling arbitration.</p> <p>Neither Credit Union nor you will be entitled to join or consolidate disputes by or against others as a representative or member of a class, to act in any arbitration in the interests of the general public, or to act as a private attorney general. If any provision related to a class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, the entire Arbitration Agreement will be unenforceable.</p>
<p><b>RIGHT TO OPT OUT</b></p>	<p>You may opt-out of this Arbitration Provision by sending us a written notice to the address on page 2, which includes your name(s), account number(s), and a statement that you (both or all of you, if more than one) do not wish to be governed by the Arbitration Provision in your Account Agreement (the “Opt-Out Notice”).</p> <p>To be effective, your written Opt-Out Notice must be: (1) sent to us by first class mail or certified mail, return receipt requested, at: Address on page 2, (2) signed by you (or all of you, if more than one party to any relationship) including the information set forth above. We must receive your written notice within forty-five (45) days after either: (1) the date this Arbitration Provision was first delivered or otherwise made available to you, in paper or electronic form, or (2) the day you open your account, whichever is later. Your decision to opt out will not affect any other provision of your Membership and Account Agreement. If the Arbitration Provision of your Membership and Account Agreement has already been delivered or otherwise made available to you, amendments to your Membership and Account Agreement will not give you a new right to opt out of this Arbitration Provision, unless we amend a substantive clause of the Arbitration Provision.</p> <p>Opting out does not affect the above waiver of trial, joinder and consolidation rights.</p>
<p><b>Applicable rules</b></p>	<p>Credit Union and you each agree that:</p> <ul style="list-style-type: none"> <li>• The American Arbitration Association (AAA) will administer each arbitration and the selection of arbitrators according to the AAA’s Consumer Arbitration Rules (AAA Rules).</li> <li>• If there are any differences between the AAA Rules and this Arbitration Agreement, this Arbitration Agreement applies. If this Arbitration Agreement is in dispute, the arbitrator will decide whether it is enforceable.</li> <li>• Credit Union and you are participating in commercial transactions involving the movement of money or goods among states.</li> <li>• The Federal Arbitration Act (Title 9 of the United States Code) governs this Arbitration Agreement and any arbitration between Credit Union and you. If the Act or any part of it is inapplicable, unenforceable or invalid, the state laws governing your relationship with Credit Union govern this Arbitration Agreement.</li> </ul>

	<p>Either Credit Union or you may submit a dispute to binding arbitration at any time, regardless of whether a lawsuit or other proceeding has previously begun. For information on initiating arbitration, contact the AAA at 1-800-778-7879.</p> <p>Each arbitrator must be a licensed attorney with expertise in the laws applicable to the dispute’s subject matter. The arbitrator will make a decision regarding the dispute based on applicable law, including any statutes of limitations. The arbitrator may award to either Credit Union or you any award or relief provided for by law.</p>
<b>Fees and expenses</b>	<p><u>Setting the fees/expenses:</u> We will pay any costs that are required to be paid by us under the arbitration administrator’s rules and procedures, and subject to applicable law. If the arbitrator rules in your favor on any claim presented, we will reimburse you for arbitration filing fees you have paid up to \$700.00. Please check with the arbitration administrator to determine the fees applicable to any arbitration you file.</p> <p><u>Applying state law:</u> The laws governing your account may limit the amount of fees and expenses you are required to pay in arbitration. Your arbitration fees and expenses will not exceed any applicable limits.</p> <p><u>Paying for attorney/expert/witness fees:</u> Unless applicable laws state otherwise, each party will pay its own attorney, expert, and witness fees. This rule applies no matter which party wins arbitration.</p>
<b>Additional dispute resolution</b>	<p>Credit Union or you each can exercise any lawful rights or use other available remedies to:</p> <ul style="list-style-type: none"> <li>• Preserve or obtain possession of property,</li> <li>• Exercise self-help remedies, including setoff rights, or</li> <li>• Obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or appointment of a receiver by a court of competent jurisdiction.</li> </ul>

**Business Relationships Only: Resolving Disputes Through Arbitration**

<b>ARBITRATION AGREEMENT BETWEEN YOU AND CREDIT UNION</b>	<p>If you have a dispute with us, we hope to resolve it as quickly and easily as possible. First, discuss your dispute with us. If a Credit Union employee is unable to resolve your dispute, you agree that either Credit Union or you can initiate arbitration as described in this section.</p> <p><u>Definition:</u> Arbitration means an impartial third party will hear the dispute between Credit Union and you and provide a decision. Binding arbitration means the decision of the arbitrator is final and enforceable. A “dispute” is any unresolved disagreement between Credit Union and you. A “dispute” may also include a disagreement about this Arbitration Agreement’s meaning, application, or enforcement.</p> <p>Except as stated in “No waiver of self-help or provisional remedies” below, Credit Union and you agree, at Credit Union’s or your request, to submit to binding arbitration all claims, disputes, and controversies between or among Credit Union and you (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise arising out of or relating in any way to your account(s) and/or service(s), and their negotiation, execution, administration, modification, substitution, formation, inducement, enforcement, default, or termination (each, a “dispute”). DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, CREDIT UNION AND YOU EACH IRREVOCABLY AND VOLUNTARILY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY FOR ANY DISPUTE ARBITRATED UNDER</p>
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	<p>THIS AGREEMENT.</p> <p>Aside from self-help remedies, this Arbitration Agreement has only one exception: Either Credit Union or you may still take any dispute to small claims court.</p> <p>Arbitration is beneficial because it provides a legally binding decision in a more streamlined, cost-effective manner than a typical court case. But, the benefit of arbitration is diminished if either Credit Union or you refuse to submit to arbitration following a lawful demand. Thus, the party that does not agree to submit to arbitration after a lawful demand by the other party must pay all of the other party's costs and expenses for compelling arbitration.</p>
<p><b>Class action or representative suit not permitted</b></p>	<p>Credit Union and you agree that the resolution of any dispute arising pursuant to the terms of this Agreement will be resolved by a separate arbitration proceeding and will not be consolidated with other disputes or treated as a class. Neither Credit Union nor you will be entitled to join or consolidate disputes by or against others as a representative or member of a class, to act in any arbitration in the interests of the general public, or to act as a private attorney general. If any provision related to a class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, the entire Arbitration Agreement will be unenforceable.</p>
<p><b>Applicable rules</b></p>	<p>Credit Union and you each agree that the arbitration will:</p> <ul style="list-style-type: none"> <li>• Proceed in a location mutually agreeable to Credit Union and you, or if the parties cannot agree, in a location selected by the American Arbitration Association (AAA) in the state whose laws govern your account</li> <li>• Be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between Credit Union and you</li> <li>• Be conducted by the AAA, or such other administrator as Credit Union and you will mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000 exclusive of claimed interest, arbitration fees and costs in which case the arbitration will be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to, as applicable, as the "rules").</li> </ul> <p>If there is any inconsistency between the terms hereof and any such rules, the terms and procedures set forth herein will control. Any party who fails or refuses to submit to arbitration following a lawful demand by any other party will bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein will be deemed to be a waiver by Credit Union of the protections afforded to it under applicable laws.</p>
<p align="center"><b>General Provisions for BOTH Consumer and Business Relationships -- Resolving Disputes Through Arbitration</b></p>	
<p><b>Scope of arbitration coverage</b></p>	<p>Under the terms of these arbitration provisions, and except as set forth above, claims (as defined below) will be resolved by individual (and not class-wide) binding arbitration in accordance with the terms specified herein, if you or we elect it. These provisions shall apply to any claim arising or relating to any claim existing now or in the future and shall apply to existing and future accounts, loans and other Credit Union services.</p> <p>"Claim." For purposes of this Arbitration Provision, the word "claim" means any dispute associated with or arising from any one or more savings, checking or other</p>

	accounts you have with us and the features and services provided in connection with it or them. Claim also includes collectively and separately, any services associated with any account. Further, "claim" shall include any loan or lending relationship you have with us with you as either a borrower, co-borrower, guarantor, owner of collateral or third-party pledgor. A loan or lending relationship shall include any products or services obtained in connection with or arising from the lending relationship.
<b>No waiver of self-help or provisional remedies</b>	This arbitration requirement does not limit the right of Credit Union or you to: <ul style="list-style-type: none"> <li>1) Exercise self-help remedies, including setoff or</li> <li>2) Obtain provisional or ancillary remedies such as injunctive relief or attachment, before, during, or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of either party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in (1) and (2) above.</li> </ul>
<b>Arbitrator's qualifications and power</b>	Any dispute in which the amount in controversy is \$5,000,000 or less will be decided by a single arbitrator selected according to the rules, and who will not render an award of greater than \$5,000,000. Any dispute in which the amount in controversy exceeds \$5,000,000 will be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Each arbitrator will be a neutral attorney licensed in the state whose laws govern your account, or a neutral, retired judge in such state, in either case with a minimum of ten years' experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator(s) will determine whether or not an issue is arbitrable and will give effect to the statutes of limitation in determining any claim. <p>In any arbitration proceeding the arbitrator(s) will decide (by documents only or with a hearing at the discretion of the arbitrator(s)) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator(s) will resolve all disputes in accordance with the substantive law of the state whose laws govern your account and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator(s) will also have the power to award recovery of all costs and fees, to impose sanctions, and to take such other action as deemed necessary to the same extent a judge could pursuant to the federal rules of civil procedure, the state rules of civil procedure for the state whose laws govern your account, or other applicable law. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy will not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.</p>
<b>Discovery</b>	In any arbitration proceeding, discovery will be permitted in accordance with the rules. All discovery will be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.
<b>Fees and expenses</b>	The arbitrator will award all costs and expenses of the arbitration proceeding.
<b>Additional rules for an arbitration proceeding</b>	To the maximum extent practicable, the AAA, the arbitrator(s), Credit Union and you will take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. The arbitrator(s), Credit Union or you may not disclose the existence, content, or results thereof, except for disclosures of

	information by Credit Union or you required in the ordinary course of business, by applicable law or regulation, or to the extent necessary to exercise any judicial review rights set forth herein. If more than one agreement for arbitration by or between Credit Union and you potentially applies to a dispute, the arbitration agreement most directly related to your account or the subject matter of the dispute will control. This arbitration agreement will survive the closing of your account or termination of any service or the relationship between Credit Union and you.
<b>The right to pursue claims in small claims court</b>	Notwithstanding anything to the contrary, Credit Union and you each retains the right to pursue in small claims court a dispute within that court’s jurisdiction. Further, this arbitration agreement will apply only to disputes in which either party seeks to recover an amount of money (excluding attorneys’ fees and costs) that exceeds the jurisdictional limit of the small claims court.
<b>Arbitration location</b>	Any arbitration will be held in the location of the Credit Union’s principal offices as explained in the section below “Laws governing your account” and the Rate and Fee Schedule which is an integral part of this Agreement.

**Additional Terms and Services**

<b>Laws governing your account</b>	This Agreement and your and our rights and obligations under this Agreement and any other relationships to which this Agreement applies, are governed and interpreted according to federal law and the law of the State of Maine. If state law and federal law are inconsistent, or if state law is preempted by federal law, federal law governs in all respects. Our web site and the electronic services that we provide (excluding linked sites) are controlled by the Credit Union from its principal offices noted in the Schedule. While you may choose to access our web site and electronic services from other locations, we make no representation that any information, materials, or functions included in our web site or via our electronic service are appropriate or authorized for use in other jurisdictions. Your access from other locations is made on your own initiative; and you are solely responsible for compliance with any applicable local laws and regulations. Section headings in this Agreement are for convenience of reference only. If any law or judicial ruling renders any term or condition of this Agreement unenforceable, the remaining terms and conditions shall remain in full force and effect. We reserve the right to waive enforcement of any of the terms set forth in this Agreement regarding any transaction or series of transactions. Any such waiver will not affect our right to enforce any of our rights with respect to any owner, user or other applicable person/party; or to enforce any of our rights with respect to other transactions. Any such waiver shall not modify the terms and conditions of this Agreement.
<b>Controlling language</b>	English is the controlling language of our relationship with you, including the terms of this Agreement. Items you write such as checks or withdrawal slips must be written in English. For your convenience, we may, but are not obligated to (unless required by law), translate some forms, disclosures, and advertisements into another language, but if there is a discrepancy, the English version prevails over the translation.
<b>Order of precedence between agreements</b>	If a service we offer has a separate agreement, and there is a conflict between the terms of this Agreement and the separate agreement, the conflicting terms of the separate agreement will apply.
<b>Legal process</b>	Legal process includes any levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture or seizure, and any other legal process relating to your account.  We may accept and act on any legal process we believe to be valid regardless of how and where it is served, including if process is served in locations, states, or jurisdictions other than where the account was opened or where the account, property, or records are located.



	<p>We may, but are not required to, provide notice of legal process relating to your accounts. We may comply with legal process even though it affects the interests of only one owner or authorized signer of a joint account.</p> <p>Any fees, expenses (including attorney’s fees and expenses), or losses we incur as a result of responding to legal process related to your account are your responsibility. We may charge these costs to you or any account you maintain with us.</p>
<b>Legal dispute location</b>	<p>Any lawsuit, claim, or other proceeding arising from or relating to your account or this Agreement, will take place exclusively in the State of Maine without regard to conflict of laws principles. This includes enforcement of the Arbitration Agreement and entry of judgment on any arbitration award. The location for venue and jurisdiction shall be the location of the Credit Union’s principal offices where your account is maintained, which is the State of Maine.</p>
<b>Changes to this Agreement</b>	<p>We may change the terms of this Agreement, including account fees and features, at any time by adding new terms or conditions, or by modifying or deleting existing ones. Changes to any account or account service requested by any member or account owner can only be made with the express consent of the Credit Union. The Credit Union, in its sole discretion, may: (1) change or modify any term or condition of this Agreement, including the method for determining dividends; (2) we may add new terms, conditions and requirements that we deem necessary or in the Credit Union’s best interests; and (3) we may make operational changes. We may make all such amendments or changes as described at any time without notice except as expressly required by applicable law, and any change in the Agreement shall be effective at the earliest time allowed by applicable law. If applicable laws provide no express time period, then notice 10-days or more in advance of the effective date of any change shall be deemed sufficient. We may agree in writing to waive a term of this Agreement, including a fee, and we may revoke any waiver.</p>
<b>Modification of invalid terms</b>	<p>Any term of this Agreement that is inconsistent with the laws governing your account will be excluded to the extent of such invalidity. The invalid term will be considered modified by us and applied in a manner consistent with such laws. Such modification will not affect the enforceability or validity of the remaining terms of this Agreement.</p>
<b>Timing of notices</b>	<p>Any notice you send us is effective once we have received it and have had a reasonable opportunity to act on it.</p>
<b>Responsibilities and liabilities between Credit Union and you</b>	<p>We are responsible for exercising ordinary care and complying with this Agreement. When we take an item for processing by automated means, ordinary care does not require us to examine the item. In all other cases, ordinary care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated financial institutions.</p> <p>Except to the extent we fail to exercise ordinary care or to comply with this Agreement, you agree to indemnify and hold us harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorney’s fees and expenses) arising out of or in any way connected with our performance under this Agreement. This indemnification will survive termination of this Agreement.</p> <p>We will not be liable for anything we do when following your instructions. In addition, we will not be liable if we do not follow your instructions if we reasonably believe that your instructions would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices. In no event will either Credit Union or you be liable to the other for any special, consequential, indirect, or punitive damages. The limitation does not apply where the laws governing your account prohibit it. We will not have any liability to you if your account does not have sufficient available funds to pay your items due to actions we have taken in accordance with this Agreement.</p> <p>Circumstances beyond your control or ours may arise and make it impossible for us</p>

	to provide services to you or for you to perform your duties under this Agreement. If this happens, neither Credit Union nor you will be in breach of this Agreement. If we waive a right with respect to your account on one or more occasions, it does not mean we are obligated to waive the same right on any other occasion.
<b>Your obligation to pay our fees</b>	We are permitted to either directly debit your account or bill you for our fees, expenses and taxes incurred in connection with your account and any service. If the available funds in your account are not sufficient to cover the debit, we may create an overdraft on your account.
<b>Virtual currency</b>	We do not accept accounts transacting in any type of virtual currency (crypto-currency) services or transactions. We do not accept any type of virtual currency for loan payments or for payment of any other obligations to the Credit Union. Prohibited transactions include but are not limited to: (1) wires (incoming/outgoing) (2) ACH transactions (incoming/outgoing) (3) privately owned ATMs dealing specifically with crypto-currency (4) credit or debit card transactions. We may not be able to monitor or limit such transactions and you agree we have no responsibility to detect, block, or limit your transactions in virtual currencies should you choose to engage in such activity despite these prohibitions.
<b>Monitoring</b>	We monitor all members and transactions. If prohibited activity, suspicious activity and/or unsatisfactory account handling is detected, we will review the account and take action either by limiting services or closing the account.
<b>Right to reject, delay or suspend</b>	<p>We will not be obligated to honor, in whole or in part, (or may delay or suspend) any transaction or instruction which:</p> <ul style="list-style-type: none"> <li>• Is not in accordance with any term or condition applicable to the relevant account.</li> <li>• We reasonably believe may have been requested or issued without proper authority.</li> <li>• Involves funds subject to a hold, dispute, restriction or legal process which we believe prevents withdrawal.</li> <li>• We reasonably believe might violate the laws or regulations of the United States or any State, including without limitation, regulations of the Office of Foreign Asset Control (OFAC).</li> <li>• Would violate any applicable provision of any risk control program of any state or federal agency or authority.</li> <li>• Is not in accordance with any other requirement of our applicable policies, procedures or practices.</li> <li>• We reasonably decline to honor for your or our protection.</li> </ul> <p>You agree that any such action allowed above is permissible under the terms of this Agreement and all laws and regulations applicable to the availability of funds held in deposit accounts and otherwise.</p>
<b>Natural disasters, pandemics or significant health concerns and other acts of God</b>	<p><u>Force Majeure</u>: Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental declarations, acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. This clause shall continue to apply for a reasonable period of time after the cause addressed above has subsided sufficient to allow resumption of services.</p> <p><u>Official Health Guidance</u>: All Credit Union offices reserve the right to follow/implement official health guidance issued by governmental entities and/or</p>

	<p>health organizations which may include but are not limited to: Closure of Credit Union Offices; Social Distancing; Requiring the use of Personal Protective Equipment (masks, gloves, clear eye coverings or other requirements). These requirements may vary from office to office; and may change from time to time.</p> <p><u>Face Masks/Coverings:</u> For security reasons all face masks or other coverings are prohibited unless medically required. If a mask is medically required, members/non-members, vendors and staff, will be asked to temporarily remove it before assistance may be provided and completing a transaction for proper identification. If you feel you cannot remove you mask temporarily for identification in the branch you may use the Credit Union’s drive-thru as an alternative. We will also consider any requests for special appointments where your identity can be verified before entering Credit Union property.</p>
<p><b>Sharing information with other persons, co-borrowers, co-signers/guarantors, owners of collateral pledged and others</b></p>	<p>You hereby consent and agree that we may share any information regarding your obligations with us or collateral pledged to secure any obligations you owe to the Credit Union with the persons listed in this subsection if we receive a request which we in good faith believe to be related to any such obligations, refinances, sales, trades, transfers, exchange or transactions. Also, you consent and agree that we may provide pay-off or payment information to persons or entities who seek to make payments on your behalf, including potential “pay-offs”. This may include account numbers and information necessary to process payments.</p> <p><u>Access to Third Parties:</u> When you give another party access to your accounts or account information you understand and agree that we have no liability or obligation for any errors, claims or losses of any type of nature whatsoever relating to any transactions initiated as a result of your relationship with that third party, including any claims or losses that may arise from any access to your accounts or personal information.</p> <p><u>Third Parties:</u> To expedite the matters herein for your benefit, you agree that we can rely on the representations made to us by a third party, and our duties to you hereunder do not require us to investigate or document a request for such information.</p>
<p><b>“E-Mail” and facsimile communications / consent to communications by email</b></p>	<p>You acknowledge and agree that the Internet is considered inherently insecure. Therefore, should you undertake to communicate with us via general email, you agree that we have no liability to you whatsoever for any loss, claim or damages arising or in any way related to our response(s) to any e-mail or other electronic communication, which we in good faith believe you have submitted to us. We have no duty to investigate the validity or to verify any e-mail or other electronic communication; and may respond to an e-mail at either the address provided with the communication, the e-mail address in your Membership Agreement, or any other application or written communication actually received by us. Any account owner, co-borrower, or authorized user may change the e-mail address for notices, statements or other information provided by us at any time. The Credit Union may not immediately receive e-mail communications that you send. Although we may use general email as provided herein, we reserve the right to require any notices from you be submitted to us in writing; and we may refuse to send certain information through unsecured e-mail communications. You agree and consent that we may provide to you any communication, documentation or information required by applicable laws or which we deem necessary or appropriate, which is not expressly subject to both consent and verification pursuant to laws such as the E-Signatures Act.</p>
<p><b>Powers Of Attorney</b></p>	<p>You agree that regardless of any laws, rules or regulations we may in our sole discretion refuse to honor or accept a Power of Attorney to open, close, deposit, or make transactions on any account or to supply endorsements on checks or any other items or to take any other action with respect to an account, loan or other service.</p>

	<p>The Credit Union may allow a third person acting as your Attorney-In-Fact to make transactions regarding your account(s) or conduct other business on your behalf without any liability to you, pursuant to a Power of Attorney, but have no obligation to do so. You agree that we have no obligation to verify the scope, authenticity, and validity of any Power of Attorney presented to us. If we accept the Power of Attorney, the Credit Union has no duty to inquire as to the use or purpose of any transaction(s) by your Attorney-In-Fact, and may restrict or refuse account access, withdrawals and transactions.</p> <p>You further agree we may require that a Power of Attorney be registered with the appropriate recording authorities. We may restrict the types or amounts of transactions we permit an Attorney-In-Fact to conduct. We may require a separate form for each account or service for which you want to grant Power of Attorney. If your agent or Attorney-In-Fact does not present the original form, we may either accept or refuse to honor any Power of Attorney you grant and with no liability to you. If we accept a Power of Attorney, we may continue to recognize the authority of your agent or Attorney-In-Fact until we receive written notice of revocation from you and have had a reasonable time to act on it.</p> <p>We within our discretion may not recognize a Power of Attorney given by one owner of a joint account without the consent of the other joint account holder(s).</p> <p>You agree to indemnify and hold the Credit Union harmless for accepting and/or honoring any Power of Attorney, or copy thereof, which we accept in good faith and believe to be valid and authorized by you.</p>
<p><b>Costs, expenses and attorneys' fees- all accounts/services</b></p>	<p>All owners of account(s) or service(s) with us agree, jointly and severally, to pay us for all costs and expenses, including attorneys' fees we may incur: (1) If it is necessary for us to bring any legal or other action to collect any sum you owe the Credit Union; (2) If we incur any costs or expense as a result of any order or instruction received from any owner or any owner's agent under this Agreement, any adverse claim, legal process; your failure to comply with any obligation in this Membership Agreement or otherwise; (3) If we incur any expense as a result of any dispute, adverse or inconsistent claims; (4) If we bring any action contemplated in this Agreement; (5) If we successfully defend any claim against the Credit Union brought by any owner, agent, personal representative, executor, heir or other party in interest brought via any formal or informal process (including but not limited to arbitration or mediation) involving your accounts or services with us; or (6) If we deem it necessary to seek the advice or opinion of legal counsel or other professionals regarding the bona fides or legality of any transaction(s) to/from your accounts or involving any services with us, or any request for information or documentation regarding any of your accounts and/or services with us. If you are responsible to pay us any costs of collection or legal expenses incurred in collecting any amount you owe; in enforcing or protecting our rights under this Agreement or otherwise; or as provided in this subsection, including but not limited to costs of repossession, repair, appraisal, and all other costs or expenses, you agree to pay us the actual amount of such costs together with reasonable attorneys' fees. In the case of any collection action, you agree that 20% of the unpaid balance or such greater sum as may be appropriate based on the circumstances for an attorney fee. Further, you agree to pay the Credit Union an additional sum for any costs, legal expenses or attorneys' fees incurred in any appellate, bankruptcy or post-judgment proceedings, except as limited or prohibited by applicable law. Any costs, expenses or fees hereunder will be paid from any of your account(s) with the Credit Union before payment to any owner or other party. If the amounts in your account(s) are not sufficient, then the owner(s) of the affected account(s) or parties to any applicable services will immediately pay any difference.</p>
<p><b>Telephone requests; recording</b></p>	<p>You agree that funds in any account(s) with us can be transferred, upon the telephone request of any signer on the account, to another account with us or to any other</p>

<b>data/communications and consent to communications from the Credit Union.</b>	financial institution. Furthermore, we reserve the right to refuse to execute any telephone request or other order. You consent that any communications by any means with us or our affiliates may be monitored and recorded. When you access any services we offer/provide including online and mobile banking to conduct transactions, the information you enter may also be recorded. By providing telephone number(s) to us, now or at any later time, you authorize us and our affiliates and designees to contact you regarding your account(s) with the Credit Union and its affiliates at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or by sending prerecorded messages or text messages, even if charges may be incurred for the calls or text messages.
<b>Use of biometrics / fingerprints</b>	<p>The Credit Union, or various apps you may use, may provide access to your accounts and services through the use of fingerprints or other biometrics. You agree to the use of such biometrics, and will cooperate with the Credit Union in implementing any requirements we or the third party may require associated with this technology. Biometric technologies may be used for authentication. A biometric identifier measures an individual's unique physical characteristics and compares it to a stored digital template for authentication. A physical characteristic can be a thumbprint, fingerprint, facial recognition or iris pattern. A biometric identifier can be used as a single or multifactor process. We may require the use of biometrics and/or fingerprinting with regard to any service we offer; and any refusal to cooperate with such use shall allow us to refuse to make any transaction, including but not limited to cashing any on-us item presented by any holder.</p> <p>Important Notice on Biometrics: When you enable biometric access every person with an enrolled fingerprint on your accounts, services or device used to access your accounts and services will have access to your accounts and services, and may access your accounts, view your information, conduct transactions on your behalf, and has your authority to engage in these activities. Enrolled biometrics expand the number of persons who have access to your account regardless of the signers listed on your account agreement with us. CREDIT UNION ADVISES YOU TO REVIEW AND CONFIRM THAT ALL REGISTERED BIOMETRICS BELONG TO INDIVIDUALS WITH AUTHORITY AS DESCRIBED ABOVE. BY ACTIVATING ACCESS/SERVICES REQUESTED BY YOU THE CREDIT UNION RELIES ON YOUR REPRESENTATION THAT ANYONE WITH A REGISTERED BIOMETRIC HAS PROPER AUTHORITY TO ACCESS AND USE YOUR ACCOUNTS AND ASSOCIATED ACCOUNT INFORMATION.</p>
<b>Glossary:</b>	
<b>These terms govern the interpretation of the above Agreement.</b>	
<b>ACH</b>	The Automated Clearing House Network
<b>ACH credit entry</b>	An electronic instruction requesting the deposit of funds to your account through ACH.
<b>ACH debit entry</b>	An electronic instruction requesting the withdrawal of funds from your account through ACH.
<b>ACH transaction</b>	A deposit or payment transferred to or from your account through an ACH.
<b>Authorized signer</b>	A person who has actual or apparent authority to use your account even if they have not signed the account application or Membership Agreement.
<b>"Authorized User" and "Authorized Use"</b>	Means any person who has actual, implied or apparent authority, or to whom any owner has at any time given any information, access device or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. If you have a joint owner on an account that has any access to the joint account (online or otherwise) you understand that this owner or authorized user may access all accounts and services associated with the account and all other accounts having the same account prefix (i.e., account number and all suffixes associated with said account number). If you authorize anyone to use your access devices that authority shall continue until you specifically

	revoke such authority by notifying the Credit Union in writing or as required by applicable laws. If we or any of our agents contact you regarding any transaction(s) and you verify the transaction(s) you agree we may rely on your verification; and that any such transaction(s) shall be deemed authorized by you. If you fail to maintain the security of these access codes and the Credit Union suffers a loss or otherwise makes a determination that the Credit Union is at risk for potential loss, we may terminate any or all of your account services immediately. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a Power of Attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us. An authorized signer may stop payment on an item they have drawn or otherwise ordered, but may not close any account(s) or terminate any services without the owner's specific written consent.
<b>Available balance</b>	Our most current record of the amount of money available for your use or withdrawal. For more information, see the "Available Balance, Posting Transactions, and Overdraft" section in this Agreement.
<b>Business account</b>	Any deposit account, which is not established and kept for personal, family, or household purposes. Common examples of ownership include an individual acting as a sole proprietor, a partnership, a limited partnership, a limited liability partnership, a limited liability company, a corporation, a joint venture, a nonprofit corporation, an employee benefit plan, or a governmental unit including an Indian tribal entity.
<b>Business day</b>	Every day except Saturday, Sunday, and federal holidays.
<b>Card</b>	Every type of debit card we may issue, except any prepaid cards.
<b>Check</b>	Means an acceptable written "instrument" on your account(s), and includes the term "share draft."
<b>Collected balance</b>	The ending daily balance in your account after all credits and debits have posted, minus deposited items that have not yet been collected from the originating financial institution. The collected balance is the balance on which interest is calculated for all interest-bearing checking accounts and for all savings accounts.
<b>Consumer account</b>	Any deposit account which is established and kept for personal, family, or household purposes and isn't intended for business use. A consumer account can be owned by one or more individuals.
<b>Direct deposit</b>	An automatic electronic deposit of your salary, pension, Social Security, or other regular income deposited through the ACH network to your Credit Union deposit account by your employer or an outside agency.
<b>Endorsement</b>	A signature, stamp, or other mark on the back of a check to transfer, or make the signer responsible for the check.
<b>Item</b>	Any order, instruction, or authorization to withdraw or pay funds or money from or to an account. Examples include a check, draft, money order, ACH, wire transfer, Bill Pay, other electronic transfer, ATM withdrawal, teller withdrawal, debit card purchase, and fee.
<b>Overdraft</b>	An available balance of less than \$0.00 in your account.
<b>Owner</b>	Means the person(s) who have a present ownership interest in the sums on deposit in the single party or multiple party (joint) accounts with the Credit Union. A person is not an "owner" unless specifically designated as such in a completed and signed Membership Agreement or Signature Card.
<b>Returned item / non-sufficient funds (NSF)</b>	A term used to indicate when an item presented for payment is returned unpaid because the available balance in your deposit account is less than the amount of the item when presented.
<b>Shares</b>	For the purpose of your pledge to secure your obligations to the Credit Union, our common law right of set off, and otherwise, "share(s)" mean all deposits in any share savings, share draft, club, share certificate, P.O.D., revocable trust account(s), whether jointly or individually held -- regardless of contributions, that you have on deposit now or in the future, all of which are deemed "general deposits," for the

	purpose of your pledge. Your pledge does not include any I.R.A., Keogh, HSA, tax escrow, irrevocable trust or fiduciary account in which you do not have a vested ownership interest.
<b>Statement period:</b>	The dates of your statement period are located on your account statement, which provides you a record of all transactions posted during that period. Statement periods can be of varying length, including monthly, quarterly, semi-annual, or annual.
<b>Transaction</b>	Means any deposit, order, transfer, payment, purchase via POS transaction or otherwise, withdrawal or other instruction relating to any account or account service provided by the Credit Union.

<b>Privacy Disclosures</b>	<p>Your trust is the cornerstone of our relationship with you. The privacy of the information that Seaboard Federal Credit Union obtains about you is an important part of that relationship. We have always been required by our bylaws to keep your transactions with us confidential. Our information disclosure practices and procedures are set out below.</p> <p><b>Categories of Information We Collect:</b> We collect nonpublic personal information about you from the following sources:</p> <ul style="list-style-type: none"> <li>• Information we receive from you on applications and other forms;</li> <li>• Information about transactions with us, our affiliates, or others; and</li> <li>• Information we receive from a consumer reporting agency.</li> </ul> <p><b>Categories of Information We Disclose and Entities to Which We Disclose Information:</b></p> <p>We do not disclose any nonpublic personal information about our members and former members to anyone, except as permitted by law. For example, we may disclose the following kinds of nonpublic personal information about you to process transactions <i>initiated by you</i> or under <i>joint marketing</i> agreements;</p> <ul style="list-style-type: none"> <li>• Information we receive on applications and other forms, such as your name, address, social security number, account balances, income, debts and other obligations;</li> <li>• Information about your transactions with us such as your account balance(s), payment history, other parties/borrowers to transaction, and credit card use.</li> </ul> <p>We may disclose nonpublic personal information about you resulting from transactions initiated by you or under joint marketing agreements to the following types of third parties:</p> <ul style="list-style-type: none"> <li>• Financial Service Providers, such as check clearing processors, our data processors, credit card and debit card processors;</li> <li>• Marketing Service Providers, such as insurance companies.</li> </ul> <p>–We will <i>not</i> disclose consumer report information to affiliated parties without complying with the requirements of the Fair Credit Reporting Act.</p> <p><b>Confidentiality and Security:</b> We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products and services to you. We</p>
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	maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.
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