

**SEABOARD FEDERAL CREDIT UNION
BUSINESS MEMBERSHIP AGREEMENT DISCLOSURES**

Contents of this Agreement	Pages
Business Membership Agreement	1-24
Resolving Claims	25-26
Electronic Funds Transfers and Electronic Services Agreement and Disclosures	26-31
The Availability of Funds you Deposit with the Credit Union	31-33
Truth in Savings Act Disclosures	34-36
BUSINESS RATE AND FEE SCHEDULE <i>This item is provided separately and contains important terms concerning rates, contact information, fees, limitations, networks, etc. Be sure to review and keep this Schedule as a permanent record. It will be updated from time to time as needed.</i>	Separate Item

This Agreement is subject to Arbitration under the state and federal laws as stated in the section, herein, titled “Resolving Claims” and The Federal Arbitration Act §9 USC 1 ET SEQ. beginning on page 25. 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 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 opened now or in the future and we may modify, change, or amend the terms of this Agreement, the Business Rate and Fee Schedule and Privacy Policy at any time, and any change shall be immediately effective unless otherwise specifically required by applicable law.

Cellular Phone Contact Policy: By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system—from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

Please also note that the terms of this Agreement and the Rate and Fee Schedule may change from time to time as provided for in this Agreement and applicable laws.

SEABOARD FEDERAL CREDIT UNION BUSINESS MEMBERSHIP AGREEMENT DISCLOSURES

INTRODUCTION

Seaboard Federal Credit Union would like to thank you for being a member. This Booklet and the Business Rate and Fee Schedule ("Schedule") explain the rules which govern your account(s) and account services with us. Please read this Booklet and the Schedule carefully and keep them in a safe and convenient place. If you have any questions about this Booklet please contact Seaboard Federal Credit Union by phone at (207) 469-6341 or (800) 639-2206, through the Contact Us Page at www.seaboardfcu.com, or mail to P.O. Box G, Bucksport, ME 04416.

The following definitions will assist in the understanding of the Agreement:

1. The words "you" or "yours" means everyone that signs any Membership Agreement or is 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 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 (see "Becoming a Member Section" below).
4. An Owner is a person who may take actions, on behalf of the business, to conduct transactions and use a Credit Union account, product and services.

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 Booklet 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 becoming a member or your use or continued use of any account or account services after receiving this Booklet, notice of its availability or notification of any change in terms, you agree that you understand and agree to the terms and conditions stated in this Booklet and the Schedule, as amended from time to time.

BECOMING A BUSINESS 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 own 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, the business needs to be located in Hancock, Penobscot, Waldo or Washington Counties in Maine. In addition, all owners of the business must qualify for individual membership. To qualify, each owner needs to either live, work, worship, or attend school in Hancock, Penobscot, Waldo or Washing Counties in Maine. 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.

BUSINESS MEMBERSHIP, ACCOUNT AND ACCOUNT SERVICES AGREEMENT GENERAL TERMS AND CONDITIONS

1. **Terms, Conditions and Limitations of Your Relationship with the Credit Union:** 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". 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 opened now or in the future. This Agreement may be amended or revised by us at any time, and any change in the Agreement shall be immediately effective unless otherwise specifically required by applicable law. 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. Otherwise, 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. 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. **Disabilities:** We will try to 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.

2. **General Definitions / Requirements / Biometrics:**

"Access Device" means any card, electronic access device and/or any codes, passwords or personal identification numbers (PIN) that we issue to allow you to access and/or use any account or other services. With regard to online or internet transactions an access device shall also include any computer, smart-phone or other hardware used to make or process a transaction.

"Available Balances" In order to manage and understand how transactions are processed – including when fees such as overdraft fees may apply - you understand and agree to the following:

How do we determine your account's available balance? 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 (e.g., debit card purchases and ATM withdrawals). We also use the available balance to pay your transactions in our nightly processing. We calculate your available balance as follows:

- We start with the ending daily account balance from our prior business day nightly processing that includes all transactions deposited to or paid from your account.
- We subtract from this amount any holds placed on a deposit to your account and any holds placed due to legal process.
- We add pending deposits that are immediately available for your use (including cash deposits, electronic direct deposits, and the portion of a paper check deposit we make available; see "Funds availability policy" section for details).
- We subtract pending withdrawals that we have either authorized (such as debit card purchases and ATM withdrawals) or are known to us (such as your checks and preauthorized automatic ACH withdrawals that we receive for payment from your account) but have not yet processed.

Important note: The available balance does not reflect every transaction you have initiated or we previously authorized. For example, your available balance may not include the following:

- Outstanding checks and authorized withdrawals (such as recurring debit card transactions and ACH transactions that we have not received for payment).
- The final amount of a debit card purchase. For example, we may authorize a purchase amount prior to a tip that you add.

- Debit card transactions that have been previously authorized but not sent to us for final payment. We must release the transaction authorization hold after 3 business days (or up to 30 business days for certain types of debit or ATM card transactions, including car rental, cash, and international transactions) even though the transaction may be sent for payment from your account, which we must honor, at a later date.

How do we process (post) transactions to your account? See Section 8.a below.

“Authorized User” and “Authorized Use” 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 user 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.

“Check” means an acceptable written “instrument” on your account(s), and includes the term “share draft.”

“Instrument” means a written order as defined by Articles 3 and 4 of the Uniform Commercial Code pursuant to the laws of the State of Maine and set forth in this Agreement.

“Owner” means any person(s) with equity interest (an ownership interest) in a member business.

“Shares” 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, money market, 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.

“Transaction” 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. A single transaction can be subject to multiple fees based on factors beyond our control. For instance, 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 (such as for insufficient funds). There is no way the Credit Union can identify such actions by the merchant you authorized.

Biometrics: The Credit Union or various apps you may choose to 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, but is not limited to, 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.

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 expands the number of persons who have access to your account regardless of the signers listed on your account agreement with us. The 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.

- 3. Compliance with Laws and Inappropriate Transactions or Account Relationship:** 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 such as (but not limited to) those coded as possible gambling 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. We may also close or terminate accounts or services which we believe violate your obligations under this Section. Such prohibitions or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. 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.

Restrictions on Accounts. The Credit Union may limit, refuse, close or terminate any account or service that we deem to constitute a breach of this Agreement. Unless an express exception is made by the Credit Union in its sole discretion, we do not offer services to "Money Service Businesses", "Internet Gambling Businesses" and "Marijuana Businesses", or other businesses that we determine violate the limitations in this Section. By way of illustration: "Marijuana Businesses" are defined by the Credit Union to be any person or business that (i) engages in the sale, production or storage of any form of marijuana and/or (ii) is required to be licensed and/or registered with a government entity due to the business engaging in an activity related to any marijuana related industry. The Credit Union may, at its sole discretion, also apply these restrictions on other businesses or individuals directly or indirectly related to a marijuana business.

Limitations on Account and Services for Members who Reside in Non-US Countries or Territories; or in Certain US States: 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.

4. **Taxpayer Identification Numbers (TIN) and Certification and Identification:** Pursuant to the Business Membership Agreement used to open your account(s) with us, you provided a certification regarding the accuracy of your taxpayer identification number. This certification applies to any and all accounts you have with us now or in the future, unless you provide written notification to us that specifically provides otherwise. You agree to comply with all our requirements for identification which we may require, including photographing, video recording and providing fingerprints or other biometrics.
5. **Credit Union's Right to Investigate:** 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.
6. **Credit Reports, Membership-Account Eligibility, Other Credit Union Services and Social Media:** 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.
 - 6a. **Privacy and Confidentiality:** Every person on the Credit Union's premises has the expectation and right that their private and confidential information will be protected and remains 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. Violation of this provision shall be grounds for enforcement of all options under paragraph 21 of this Agreement. The Credit Union's general privacy policy is provided later in this Agreement or via a separate disclosure provided at account opening.
 - 6b. **Agreed Exception to Privacy Restrictions – Fraud or Financial Exploitation:** 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 so report is completely voluntary and imposes no obligations on the Credit Union.
7. **Deposits to Your Account(s) and Instruments Paid/Cashed:** Funds may be deposited to any account, in any manner that is acceptable to us. Deposits may be made by mail, in person at any of our offices having facilities to accept deposits, or by direct deposit or other electronic funds transfer allowed by us. Should we accept a deposit from you by any electronically created item (example

includes, but is not limited to, remotely deposited check) you will indemnify us for any claim by any subsequent third party for claim of loss for a subsequent deposit of the same item, whether such action was authorized by you or not. If you voluntarily give information about your account (such as our routing number and your account number) to someone and authorize them to draw against your account, we may charge your account and pay any items, including remotely created checks initiated by the person to whom you gave the information. You also agree that we may pay an electronically created item even though the item was not created from an original paper check, whether presented in the form of a remotely created check or an electronic item. You authorize us to continue to honor items or debits from a payee previously authorized by you, until you instruct us to cease to do so, whether or not the payee is acting within the scope of your initial authorization, subject only to such liability as may be imposed upon us by law. If you want us to stop honoring items from a payee previously authorized by you, you must tell us in writing. Until you notify us that such items are not authorized, we can continue to pay them and will not be liable to you even though the items are not in accordance with any authorization you may have given. This does not, however, obligate us to honor remotely created checks or similar items or entries. We may refuse to honor remotely created checks or similar items or entries without cause or prior notice, whether or not we have honored or dishonored similar items or entries previously. You agree that we are under no obligation to verify whether the name and account number shown on the remotely created checks are accurate. If any information on a remotely created checks is incomplete, inaccurate, or in error, you agree that we may, at our sole discretion, either pay the remotely created checks and charge your account for the item as drawn or refuse to honor the remotely created checks and, without prior notice to you, return the item unpaid. You further agree to indemnify and hold the Credit Union harmless for losses resulting from our honoring or dishonoring any such debit.

- a. **Endorsements:** You authorize us, in our discretion, to accept transfers, checks, drafts, and other items for deposit into any of your accounts if they are made payable to, or to the order of any one or more owners on the account, whether or not endorsed by all payees. You agree to endorse all items pursuant to applicable laws and regulations. If any endorsement or any other markings you or any prior endorser has made on the check cause any delay or error in processing the item for payment, you will be responsible for any loss incurred by us due to the delay or error.
- b. **Substitute Checks:** You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute check warranties and indemnity. If you do so, you agree to indemnify us for all losses we incur in connection with the substitute check or item. You agree not to deposit any substitute check without our consent.
- c. **Electronic Checks (E-Checks):** When you or any person with authority authorize any E-Check you agree: (1) that we may pay the item as submitted to us; (2) that you shall be solely responsible for all information transmitted regarding such item(s) including but not limited to the payee(s), the amount(s) of the item(s), and endorsements or the lack thereof; and (3) you agree to indemnify us for all losses we incur in connection with any E-Check you authorize.
- d. **Collection of Deposits:** In handling deposits to your account, we act only as your agent for collection and assume no responsibility beyond the exercise of ordinary care. By signing the Membership Agreement or using any accounts or services, you specifically waive your rights to notice of non-payment, dishonor or protest regarding all items presented for collection. We have the right to refuse any order, transfer or deposit, limit the amount that may be offered for deposit and to return all or any part of a deposit. Special instructions for handling an item are effective only if made in writing and accepted by us separately along with the item in question. We will not be liable for any default or negligence of correspondence or for loss in transit, and each correspondent will only be liable for its own negligence. We are authorized to pursue collection of previously dishonored items (including re-presentation). Items that we present or re-present may be truncated or converted to an electronic or other format. If an item is not paid you are fully responsible for any loss we may incur in seeking to collect the item for you.

- e. **Direct Deposits:** 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.

Direct Deposit or Transfer Authorization/Bankruptcy. If you file bankruptcy and fail to cancel any instructions in your direct deposit or transfer authorization, then you hereby instruct 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.

- f. **Multiple Payees:** 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).
- g. **Final Payment:** All items, deposits, ACH (Automated Clearing House) transfers, or other transfers credited to your account are provisional and subject to our receipt of final payment. If final payment is not received, we may charge your account for the amount of such items or transfers or both and impose all fees/charges set forth in the Schedule without notice. We have no obligation to provide any separate notice under this provision; and you agree that our indication of any credits or debits hereunder reflected on your periodic statements shall be deemed sufficient notice.
- h. **Checks From Source Other Than Credit Union Approved Vendor and Use of Wash Preventive Ink:** The Credit Union approves the vendor(s) listed in the Schedule for check printing due to their high standards. Other companies that provide check printing services may not meet the high standards of our approved vendor(s) or may print terms or limitations that we do not agree to on such checks. 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). 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.

- 8. **Transactions from Your Account(s):** Generally, you may withdraw and/or transfer funds from your account(s) at any time subject to the limitations set forth in this section and the Funds Availability Disclosure in effect at the time of the deposit. Payments upon your order may be made in coin, bills, or other instruments or via electronic means at our option.

- a. **Payment Order of Your Transactions:**

How do we process (post) transactions to your account? We process transactions each business day (Monday through Friday except federal holidays) during a late night process. Once we process your transactions, the results are posted to your account. There are three key steps to this process. The most common types of transactions are processed as described below:

First, we determine the available balance in your account (as described above) that can be used to pay your transactions. NOTE: Certain pending transactions can impact your available balance:

- Deposits made at the night drop may not be made available until the next business day. Deposits sent by mail will be posted on the day the Credit Union physically receives the item(s).
- Your available balance will be reduced by 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.

Secondly, we sort your transactions into categories before we process them.

- First, we credit your account for deposits, including cash and check deposits and incoming transfers, received before close of business at the location the deposit or transfer was made.
- Then, we process withdrawals/payments we have previously authorized and cannot return unpaid, such as debit card purchases, ATM withdrawals, account transfers, Online Bill Pay transactions, and teller-cashed checks. If we receive more than one of these transactions for payment from your account, we will generally sort and pay them based on the date and time you conducted the transactions. For a debit card transaction, if a merchant does not seek authorization from the Credit Union at the time of the transaction, we will use the date the transaction is received for payment from your account. For some transactions, such as Online Bill Pay transactions or teller-cashed checks, the time may be assigned by our systems and may vary from the time it was conducted. Multiple transactions that have the same time will be sorted and paid from lowest to highest dollar amount.
- We use your remaining funds to pay your checks and preauthorized automatic ACH payments (such as bills you pay by authorizing a third party to withdraw funds directly from your account). If there is more than one of these types of transactions, they will be sorted by the date and time that they are received by us. Multiple transactions that have the same time will be sorted and paid from lowest to highest dollar amount.

Thirdly, if the available balance in your account is not enough to pay all of your transactions we will take the following steps:

- **Overdraft Protection:** We will transfer available funds from your share account. If funds are not available in your share account funds may be advanced if you have Overdraft Protection (also called Member Privilege) described beginning on page 14.
- At our discretion, we may pay a check or automatic payment into overdraft, rather than return it unpaid. This is our standard overdraft coverage. If we pay the transaction into overdraft, it may help you avoid additional fees that may be assessed by the merchant.

IMPORTANT INFORMATION ABOUT FEES:

Fees may be assessed with each item paid into overdraft or returned unpaid subject to the following:

- The Credit Union may return debits (ACH payments as well as other transactions) submitted for payment against your checking accounts if the amount of the debit exceeds the funds available in the applicable checking account. Each time we return a debit for insufficient funds, we will 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 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 will 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.

- A single Overdraft Protection Transfer or Advance Fee will be assessed when we need to transfer/advance funds from your linked account(s) into your checking account, but only if the transfer/advance helped you avoid at least one overdraft or returned item.
 - No overdraft fee will be assessed on ATM and everyday (one-time) debit card transactions unless Debit Card Overdraft Service (Member Privilege) is added to your account. The merchant informs the Credit Union if a debit card transaction is a one-time or recurring transaction. An overdraft fee can be assessed on recurring debit card transactions and any other item we pay into overdraft.
 - We limit the number of overdraft and/or returned item (Non-Sufficient Funds/NSF) fees charged per business day as follows: We will charge no more than four (4) overdraft /NSF fees per business day.
 - Any overdraft or returned item fees assessed are deducted from your account during our nightly process.
- b. **Restrictions on Withdrawals from All Accounts / Transactions:** 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; for example: (1) there is a dispute between account owners; (2) a legal garnishment, attachment or levy is served on us; (3) the account(s) secures any obligation owed to us; (4) any required documentation has not been provided to us; or (5) you are delinquent or fail to pay a loan or any other obligation owed to us when due. 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. In addition to the foregoing, for reasons that include your safety and that of the Credit Union, large amounts of cash are not maintained at any Credit Union facility. Therefore, daily cash withdrawals are limited to the sum set forth in the Schedule. Any amounts in excess of such limit must be facilitated by other means such as a cashier's check or wire transfer.
- c. **Closing Accounts:** When either you or the Credit Union closes any account(s) 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.
- d. **Share Certificates:** Any share certificate accounts offered by the Credit Union are subject to the terms of this Agreement, the Schedule, and any account receipt or certificate, which are incorporated herein by reference.
- e. **Checking Accounts:** The Credit Union may refuse any check or other item drawn against your account or used to withdraw funds from your account if it is not on a form approved by us. Providers of check forms we approve are set forth in the Schedule. We also reserve the right to refuse any check or other item drawn against your account or used to withdraw funds from your account if made in a manner not specifically authorized for your account, if made more frequently or in a greater number than specifically permitted for your account, or if made in an amount less than the minimum withdrawal or transfer specifically permitted for your account. If we accept a check or other item not on a form approved by us, you will be responsible for any loss by us in handling the item. We may pay checks or other items drawn upon your account as set forth in 8.a, even if paying a particular check or item results in an insufficient balance in your account to pay one or more other items that otherwise could have been paid out of your account. Because of the nature of the Credit Union check program, neither the Credit Union nor any other processing entities shall be responsible for the authenticity of the checks with regard to the signature or alterations; and checks, when presented, shall be paid without verification. ***We may disregard all information on or any***

writing or memorandum attached to any check or item except for your signature, the amount and the information that is magnetically encoded. You agree that we do not fail to use ordinary care because our procedures do not provide for sight examination. You will notify us immediately if you learn or have reason to know that any of your checks have been lost or stolen. If you are negligent in safeguarding your checks or if there is a processing problem due to your use of a check printer we do not approve, we will not have any liability or responsibility for any losses you incur as a result if we act in good faith pursuant to standard commercial practices.

- f. **Check 21:** Check processing is getting faster as banks begin to process checks “electronically.” We are required by law to provide a notice in the following section (“Substitute Checks And Your Rights”), which explains the differences between your original check (which might not be returned) and a substitute check, and your rights in the event the substitute check causes a loss that would have been avoided if the original check was still available.

Substitute Checks and Your Rights: What is a substitute check? To make check processing faster, federal law permits banks to replace original checks with “substitute checks”. These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of the substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use the substitute check as proof of payment just like the original check. Some or all of the checks that are returned to you from us may be substitute checks. This notice describes your rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks, photocopies of original checks, or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

What are my rights regarding substitute checks? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, overdraft fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest, if your account earns interest) within ten business days after we received your claim and the remainder of your refund (plus interest, if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please call us at the Phone Number set forth in the Rate and Fee Schedule or write to us at the Address in the Rate and Fee Schedule. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We may extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

1. a description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
2. an estimate of the amount of your loss;
3. an explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and

4. a copy of the substitute check or identifying information such as the check number and the name of the person to whom you wrote the check.
- g. **Non-Member Check Cashing:** You agree that we may impose a fee on the payee or other holder of a check or other item drawn against your account(s) that is presented for payment over the counter (in-person or otherwise) at the Credit Union rather than being deposited in an account at another institution and presented for payment through the check collection system. Alternately, we may, in our discretion, limit the locations at which we will cash checks written on your Account payable to non-Credit Union account holders (A request that Credit Union cash the check at any other location is not a proper presentment of the check by your specific agreement.) Payees may deposit the checks that you give them into their own account(s) with us in order to receive payment without a fee.
- h. **Temporary Holds and Authorizations for Amounts in Excess of Transactions:** To facilitate certain transactions you make we may place temporary holds on funds in your accounts. The Credit Union can neither control the parties with whom you do business nor regulate the processing of transactions through the commercial networks used to facilitate your transactions. Therefore, it is your obligation to insure that sufficient funds are on deposit at all times to cover the transactions you make – including the amount that may be subject to these holds. Pursuant to the processing networks rules a merchant (hotel, car rental companies, retailer, etc.) may obtain authorization for up to 3 times the total estimated amount of your actual hotel stay, car rental or purchase. This is deemed to be an “authorized amount” by you and the authorized amount will not be available via your account until after your bill is finally settled with such merchant(s), which can cause an insufficient funds situation in your account(s). Even if your bill is satisfied with another form of payment, the merchant/retailer may continue to hold the funds as originally authorized by you for these time periods.
- i. **Right to Reject, Delay or Suspend:** We will not be obligated to honor, in whole or in part, (or may delay or suspend) any transaction or instruction which:
- Is not in accordance with any term or condition applicable to the relevant account;
 - We reasonably believe may have been requested or issued without proper authority;
 - Involves funds subject to a hold, dispute, restriction or legal process which we believe prevents withdrawal, 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);
 - Would violate any applicable provision of any risk control program of the NCUA or applicable rule or regulation of any other federal or state regulatory authority;
 - Is not in accordance with any other requirement of our applicable policies, procedures or practices; or,
 - We reasonably decline to honor for your or our protection.

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.

- j. **Copies of Documents:** We do not typically keep the original paper documents associated with your account for a long time. We make copies of most of the documents that end up with us and destroy the paper originals. Electronic images are one type of media that is used, but as technology changes, there are and will be other copying techniques. You agree that such copies will be sufficient for all purposes. See the section titled “Check 21” above. To facilitate check imaging and electronic check collection, it is important that you take care with the transactions you create on paper. When completing a check, you must: (1) write clearly; (2) use black or dark blue ink in the date, pay to, amount, and signature fields; (3) use only the space provided for your part of a transaction. (See the section on ENDORSEMENT STANDARDS herein or in your Mobile or Remote Deposit Capture Agreements.). You agree to reimburse us for any losses and costs we incur as a

result of a poor check image caused by a deficiency in the written check, whether due to your failure to follow these guidelines or otherwise. You also agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check that you accepted and deposited as the payee. Certain fees as set forth in the Rate and Fee Schedule may also apply.

- 9. Collection Items or Re-presented Items:** We may accept certain items on a collection basis only. We route and process collection items separately from your other deposits. We will only credit your account for collection items after we receive payment for them. We may also receive items from other financial institutions on a collection only basis. Upon presentment of a collection item we will follow the presenting institution's instructions and pay the item if funds are available in your account or otherwise pursuant to your agreements with us. We charge fees for processing collection items (sending and receiving) as set forth in the Schedule. The financial institution on which the collection item is drawn may also charge you fees. If the other financial institution requires payment of a fee before that institution will process the collection item, we may pay the fee and charge your account. Fees may apply even if the collection item is returned unpaid.
- 10. Account Rates and Fees:** Fees applicable to accounts and account services are set forth in the Schedule. We may transfer from any of your account(s) any charges or costs in connection with the operation and maintenance of account(s) as stated in this Agreement or the Schedule. You agree that we may change the Schedule at any time upon proper notice as required by law.
- 11. Authorized Signature:** We will not be liable for refusing any order or item if we believe in good faith that the signature on any order or item is not genuine. We are authorized to honor any transactions initiated by a third person if you provide your access device or other information to a third person. Also, you agree that if you authorize the use of stamp/facsimile signature, electronic signature, access device or biometric; we shall not be liable for honoring any transaction or instrument that appears to bear your stamp/facsimile or electronic signature, even if made by an unauthorized person. You are solely responsible to ensure that you maintain the security and possession of any stamp or other facsimile signature.
- 12. Account Access:**
- a. Authorized User(s). All withdrawals, transfers and transactions made by any person to whom you have at any time provided authority or the means to access your accounts or other services shall be deemed authorized by you, and the Credit Union will not have any responsibility or liability for such withdrawals, transfers or other transactions.
- b. Access to Account Information. You agree that all owners, borrowers and authorized users, may have access to all of the information you provide to us, or which we gather and maintain regarding our relationships with you; and that they may provide authority to others. This includes, but is not limited to information regarding transactions, account history, your loan relationships with us, and other information relating to or arising with regard to any of your accounts, loans or other services with us. Further, you understand that we utilize a consolidated statement for your accounts, account services, loans and all other services with us.
- c. Sharing Information with Other Persons, Co-Borrowers, Co-Signers/Guarantors, Owners of Collateral Pledged and Others. 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, refinancings, 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
- d. Access to Third Parties. 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.

e. Third Parties: 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.

13. **Powers of Attorney (POA)**: If you choose to appoint an attorney-in-fact or agent to act on your behalf pursuant to a POA, we may rely on instructions provided by the attorney-in-fact or agent and will have no liability or responsibility to verify the transactions. The POA must be properly executed, facially valid under applicable law and the form of appointment must be acceptable to us. In accordance with the terms of the POA, the attorney-in-fact or agent you designate to act on your behalf will be authorized to transact business on your account(s) pursuant to the terms of such POA.

We reserve the right to contact you as the principal under the POA, to verify your intent, prior to acting under the authority of the POA. You further agree that unless prohibited by law, we may refuse, with or without cause, to accept or otherwise act under a POA, which you grant to others.

If we choose to accept the POA, you understand and agree that we may act under the terms of such POA and to the extent permitted by law. Revocation of the POA will not become effective until we have received written notification thereof. You agree to indemnify and hold us harmless for any claims that may arise against us because of our reliance on a POA.

We are not liable for any transactions by an attorney-in-fact for a deceased or incompetent account owner, unless we have written notice provided in accordance with applicable law that you, as the principal under the POA are deceased, have revoked the powers of the attorney-in-fact or agent, or you are adjudicated totally or partially incapacitated by a court of competent jurisdiction, and we have had time to act on that notice.

You understand that your attorney-in-fact may remove themselves from the account(s) you have with us, and that we have no duty to notify you of that removal. If the attorney-in-fact decides to remove themselves from the account(s), we may require them to notify us in writing or sign or authorize a form.

If you give a person power of attorney to act as your attorney-in-fact, we may require that person to prove their ID and the validity and applicability of the POA, before allowing the attorney-in-fact to take actions or conduct transactions on your account(s) you have with us. You and your attorney-in-fact, (and not us), are solely responsible for monitoring and fulfilling the duties of the POA.

14. **Overdraft Services.**

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 under either our standard overdraft coverage or our Member Privilege Program. Overdraft programs are optional, however, if you do not have one or both set up on your account the credit union will return your checks and automatic payments (such as ACH payments) and assess a returned item fee (Non-Sufficient Funds/NSF) and you could be assessed additional fees by merchants. We may not authorize certain transactions into overdraft. However, if these transactions are authorized when your account has enough money but are later presented for payment when your account does not have enough money, we will pay the transaction into overdraft and charge an overdraft fee. Options for overdraft services include the following:

Standard Overdraft Coverage

With this service, 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 Overdraft Protection Transfer Fee 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 Overdraft Protection

Transfer Fee (if any) will be charged to your checking account. You can request to remove our standard overdraft coverage from your account by speaking to a Credit Union representative by contacting us at the numbers in the Rate and Fee Schedule or as listed on our website.

Member Privilege Program. Member Privilege is a discretionary overdraft service requiring no action on your part that provides you a safety net up to an automatically assigned overdraft limit. This service may be available for checks and other transactions made using your checking account number or automatic bill payment and recurring debit card payments. Also, at your request, we may authorize and pay ATM transfer 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.

Member Privilege Policy.

An insufficient balance can result from several events, such as (1) the payment of checks, electronic funds transfers (EFTs) or other withdrawal requests; (2) payments authorized by you (i.e. signature-based point of sale transactions); (3) the return of unpaid items deposited by you; (4) credit union service charges; or (5) the deposit of items which, according to the credit union's Funds Availability Policy, are treated as not yet available for payment if your account does not contain sufficient funds.

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) there are no legal orders, levies or liens against your account; (4) must have correct mailing address; (5) have no loans past due 30 days or more; (6) are at least 18 years of age.

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 or 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.

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.

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 will be charged a Returned Draft fee, as shown in the Rate and Fee Schedule, for each item returned.

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. The amount of any overdraft including our Member Privilege fee and/or a Returned Draft fee that you owe us shall be due and payable upon demand, but if no demand is made, not later than 30 calendar days after the creation of the overdraft.

Member Privilege should not be viewed as an encouragement to overdraw your account. To avoid fees, we encourage you to keep track for your account balance by entering all items in your check

register, reconcile your checkbook regularly, and manage your finances responsibly. If you would like to have this service removed from your account, please call 800-639-2206.

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.

Limitations: Member privilege is a non-contractual courtesy that is available to business accounts in good standing that opt-in to have the service on their account. If you are a new member, you may be able to use the overdraft service 30 days after account is opened. The credit union reserves the right to limit participation to one account per business.

General Terms: You agree that the Credit Union may also in its sole discretion utilize any funds in any of your accounts to pay any overdrafts as defined herein or to pay any other debts that you owe as a result of any authorized acts. Further, you agree that any overdraft protection plans you have now or in the future are intended to cover and be utilized for any such matter addressed herein caused by or arising from the actions of any owner or authorized users. ATM and one-time debit card transactions require member opt-in using the methods we require in order for the Credit Union to exercise its discretion under this provision to pay these particular transaction types. You may apply for and receive the benefits of a specific agreement for overdraft protection. If approved by us, you agree the terms of any such agreement(s) shall also apply.

15. **Postdated and Stale Dated Drafts:** We may pay any draft without regard to its date unless you notify us in writing of a postdating pursuant to applicable laws and our requirements, together with any fee. We are not responsible if you give us an incorrect or incomplete description, or untimely notice. You agree not to deposit checks, drafts or other items before they are properly payable. We are not obligated to pay any check or draft drawn on your account, which is presented more than six (6) months past its date; however, we have no obligation or liability to you or any other party to the instrument or in the chain of the collection process if we do so.
16. **Stop Payment Orders:** If you don't want us to pay a specific written instrument such as a personal check, you can ask us to place a "Stop Payment Order" ("SPO") on the instrument. You can notify us by mail, telephone, electronically, or in person. Any such instruction must be given to a member service representative or MIS employee of the Credit Union. Your SPO will take effect when we record it on your account. A SPO will not be valid and binding on us unless your SPO includes your account number, the number and date of the written instrument, the name(s) of the payee(s), and the exact amount of the instrument. Only the person placing the SPO may release the SPO. We will charge you a service charge for any SPO as set forth in the Schedule. If you give an oral SPO that is not confirmed in writing by you or us within fourteen (14) days, your SPO will expire and the instrument may thereafter be paid by us.

If you provide written confirmation, your SPO will be effective for a period of six (6) months. Alternately, the Credit Union, in its sole discretion, may confirm any oral SPO in writing by sending a notice to the address shown in our records, but has no obligation to do so. Such written confirmation by us will also be effective for a period of six (6) months. To extend the SPO for an additional six (6) months, you must deliver to us an additional written request as described above.

The Credit Union will not be responsible for any loss as a result of honoring a check: (1) more than fourteen (14) days after stop payment, our written confirmation, or more than six (6) months after a written extension as provided herein; (2) through inadvertence, oversight or accident, we honor any postdated check; (3) if you fail to provide us with complete or accurate information; (4) or fail to meet your obligations as noted in this section or otherwise in this Agreement. We have no obligation to accept any order to stop payment on any certified check, cashier's check, teller's check or other

instrument guaranteed by us. You will be responsible to the Credit Union if any claim or demand is made against us as a result of our acting in accordance with your stop payment order.

Insufficient Funds and Cashier's Checks: You agree that any stop payment order received when you do not have sufficient funds on deposit in your account to cover the item on which you are requesting us to stop payment shall be subject to a service charge for return of an NSF item rather than the service charge for a stop payment order.

Cashier's Checks: If you seek to return any cashier's check or like item after it is issued to you or another, then you agree we may treat such items as "lost, stolen or destroyed" under the Uniform Commercial Code and reimbursement may not be made for 91-days for the date issued.

17. **Legal Process and Other Adverse Claims:** Should we receive any legal process, or other adverse claim which in the Credit Union's opinion affects your account(s), we may, at our option and without liability: (1) refuse to honor orders to pay or withdraw sums from the account(s); and/or (2) hold the balance in the subject account(s) until the Process or adverse claim is disposed of to the Credit Union's satisfaction; pay the balance over to the source of the Process; and/or comply with any specifically applicable laws in addressing the Process. Any Process or adverse claim is subordinate to our lien and security interest in all funds in your account(s). We may also charge you a fee for such matters as set forth in the Schedule.
18. **Statements:** If the Credit Union provides a periodic statement for your account(s), you will receive a periodic statement from us, or notice of the availability of your statement describing all activity on your account(s) during the statement period as required by law. If you have a multiple party account we are only required to provide one periodic statement to any of the account owners identified on the Membership Agreement or Signature Card. If provided electronically, statements will be (1) e-mailed to you as an attachment; or (2) you will be sent a notice via e-mail that will direct you to a site where you may access your statement as otherwise agreed. E-mails from us will be sent to the e-mail address provided by any owner. Statements will be provided upon request to the fiduciary upon any trust, custodial or other fiduciary or representative account; and the requirements of this paragraph will be binding on all parties in interest with regard to such accounts pursuant to such delivery. Contact us if you do not receive your regular statement. If you do not receive or have any problem accessing a periodic statement, you agree to notify us in writing within fourteen (14) days of the date that the statement is usually sent or made available by us. If you do not so notify us, you will be deemed to have received the statement for all purposes. Fees applicable to accounts and account services are set forth in the Schedule.

A. YOUR DUTY TO EXAMINE AND REPORT PROBLEMS: AS USED IN THIS SECTION, THE TERM "PROBLEM" MEANS ANY ERROR, ALTERATION, COUNTERFEIT CHECK, OR UNAUTHORIZED TRANSACTION (INCLUDING, BUT NOT LIMITED TO, FORGED OR MISSING SIGNATURES AND EXCLUDING CONSUMER ELECTRONIC BANKING TRANSACTIONS) RELATED TO YOUR ACCOUNT. BECAUSE YOU ARE IN THE BEST POSITION TO DISCOVER ANY PROBLEM, YOU AGREE THAT IT IS YOUR DUTY TO PROMPTLY EXAMINE YOUR STATEMENT AND REPORT TO US ANY PROBLEM ON OR RELATED TO YOUR STATEMENT.

B. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY PROBLEM THAT: (1) YOU DO NOT REPORT TO US IN WRITING WITHIN A REASONABLE TIME NOT TO EXCEED 30 CALENDAR DAYS AFTER WE MAIL THE STATEMENT (OR MAKE THE STATEMENT AVAILABLE) TO YOU; (2) RESULTS FROM A FORGERY, COUNTERFEIT OR ALTERATION SO CLEVER THAT A REASONABLE PERSON CANNOT DETECT IT (FOR EXAMPLE, UNAUTHORIZED CHECKS MADE WITH YOUR FACSIMILE OR OTHER MECHANICAL SIGNATURE DEVICE OR THAT LOOK TO AN AVERAGE PERSON AS IF THEY CONTAIN AN AUTHORIZED SIGNATURE); OR (3) AS OTHERWISE PROVIDED BY LAW OR REGULATION. YOU AGREE THAT THIS 30-DAY PERIOD TO EXAMINE YOUR STATEMENT AND REPORT PROBLEMS TO US ARE WITHOUT REGARD TO

OUR LEVEL OF CARE OR THE COMMERCIAL REASONABLENESS OF OUR PRACTICES, AND WITHOUT REGARD TO WHETHER CANCELLED CHECKS ARE SUPPLIED TO YOU.

You agree to waive any rights to recovery you may have against us if you do not provide notice to us in the manner and within the time required by this Agreement. You may not start a legal action against us because of any problem unless: (a) you have given us the above notice and (b) the legal action begins within one year after we send or make your statement available to you. If you make a claim against us in connection with a problem, we reserve the right to conduct a reasonable investigation before re-crediting your account and you agree to fully cooperate in such investigation. Within 30 days of the date of mailing, you agree to complete and return an affidavit of forgery on the form we provide you along with any other information we may request. You further agree to file a police report if we request. If you refuse to sign such an affidavit or fail to return the affidavit and other requested documentation within 30 days of the date we mail it to you, you agree that we may consider the matter resolved and reverse any provisional credit provided. At our sole discretion, we may, but are not obligated to, provisionally credit your account during the investigation for all or a portion of the amount claimed. Any provisional credit to your account may be reversed if you fail to fully cooperate in our investigation or, if as a result of our investigation, we determine that the charge to your account was proper. You agree to pay any fees assessed or accrued against your account during the investigation or that may arise upon reversal of any provisional credit.

Notwithstanding the foregoing, the time period for notifying us or making a claim under the Check 21 Act, with respect to a substitute check or an image of a substitute check that is sent with a statement or that appears on a statement, will be as set forth in the Check 21 Act.

19. **Change of Name, Address or contact information:** You will promptly notify us of any change of address or your name, including your e-mail or other electronic address by: (1) writing us at the address set forth in this booklet and in the Rate and Fee Schedule; or (2) via e-mail using the Credit Union's secure web site (the portion of the site you may access after entry of your user name and password or PIN). In the absence of such notice, any mail, disclosure or notice to you at any address, forwarding address provided to us by the U.S. Postal Office, or e-mail address shown by our records or any communication received from you will be deemed properly addressed; and unless otherwise provided by applicable law, constitute effective delivery of any item we may be required to provide, regardless of actual receipt by you. If we receive notice that address you provide to us is not or is no longer correct, or has changed without notice to us, and we attempt to determine your new name or address; then the Credit Union may, in its discretion: (1) charge a fee as set forth in the Schedule to determine your current address; and/or (2) discontinue sending any statements, notices or other items to you until verifiable information is provided to correct any deficiency under this provision.
20. **Inactive or Dormant Accounts:** If your account falls below any applicable minimum balance or you have not made any Transactions within the period of time specified in the Schedule, 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 Schedule for inactivity, which is generally the failure to transact any business on an account for the period set for 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 ("Abandoned Property / Dormancy Processing 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.
21. **Termination or Restriction of Account(s) and Service(s) and Standards of 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 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.

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. 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. We, in our sole discretion, may terminate, limit or restrict, or change the terms, 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 or you refuse or fail to cooperate as provided in the Agreement; (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) if 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 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) if 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) making unauthorized posting(s), defacing or removing notices or signs on Credit Union premises and/or social media sites without management authorization; (14) misappropriating Credit Union funds, property, or other material proprietary to the Credit Union; (15) deliberately or repeatedly violating security procedures or safety rules; (16) possessing, using, or being under the influence of illicit drugs on Credit Union premises; (17) any new US, federal or state, 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

Notice on Actions We may take upon Termination as Set Forth Above. 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.

Residence Outside the U.S., Its Possessions or Territories. We may require that all checking accounts and related services be closed or deactivated if you move to a country or place outside the U.S., its possessions or territories. The Credit Union may close your checking account(s) and related services if you do not do so.

Duty to Cooperate. You have a duty to cooperate with us, and any law enforcement or government agent or agency with regard to any claim of fraud, forgery, unauthorized access or any other adverse claim(s).

22. **Statutory and Consensual Liens on Shares:** By signing a Membership Agreement, a Signature Card 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.
23. **Right of Set Off:** 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.
24. **Status Quo – Collateral Preservation:** 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 turn over 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.

25. **Telephone Requests; Recording Data/Communications and Consent to Communications from the Credit Union.** 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 financial institution. Furthermore, we reserve the right to refuse to execute any telephone request or order. You consent that any communications 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 using any services you consent to such recording. 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.
26. **Information About Your Accounts and About You:** We will only disclose information to third parties about your account(s) or about you as permitted in this Agreement; as permitted by any applicable laws; or when we are attempting to collect an obligation owed to us.
27. **Surrender of Ownership or other status:** You understand and agree that voluntary surrender or other legal termination of ownership, rights or other status with regard to any account(s) shall terminate all relationships and contractual terms between you and the Credit Union. This will include, but is not limited to, the termination of all rights to information and/or documentation of any type after the date of surrender.

28. **Right to Refuse Instructions/Orders:** If you ask us to follow instructions that we believe might expose us to claims, suits, losses, expenses, liabilities, or damages, whether directly or indirectly, we may refuse to follow your instructions or may require a bond or other protections. Under this provision, you understand and agree that we may refuse any particular transaction, transaction type or request when we in good faith believe that the transaction or request may: (1) expose the Credit Union to a risk of loss; (2) involve a fraud or scam; (3) be illegal; or (4) otherwise not in the best interest of the Credit Union.
29. **Miscellaneous/Governing Law:** Further, pursuant to this Agreement or any claim or dispute arising hereunder shall be construed in accordance with and governed by the Laws of the State of Maine, which law together with specifically applicable federal laws govern this Agreement. 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.
30. **Amendments and Changes:** 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 change any term or condition of this Agreement, including the method for determining dividends, 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.
31. **Certificate of Authority:** When you open a business account, and/or utilize any of our product and services, you acknowledge you have designated the representative(s) as reflected in our records to act on behalf of the business or organization. You understand that it is your responsibility, and not ours, to assure all actions and transactions on accounts performed by your representative(s) coincide with your business or organization's affairs and activities. The representative(s) identified in our records are authorized to act on all the accounts, loans, products and services that the business has with us.

Each representative is required to provide us with their personal information and ID. The business may have one or multiple representative(s) on the account and each representative has equal rights to conduct transactions on the account(s). These rights allow each representative to act alone to start, confirm, maintain, review, change, add, terminate and conduct transactions on the account(s) on behalf of the business and all representative(s). Transactions include, but not limited to, withdrawing and depositing funds, terminating and adding new accounts, products and services, or adding or removing a representative or user, on behalf of the business or organization. Once your business or organization has designated a representative(s), it is your sole responsibility, and not ours, to monitor the representative's actions and transactions on the accounts, products or services. You agree that you take full responsibility for any representative, and for all actions and transactions conducted on an account, product, or service by a representative. A representative's authority to take action and conduct transactions will continue until we receive written notice that you have terminated the representative's authority and have a reasonable opportunity to act on that notice. If a representative decides to remove

themselves, we may require written notice. A representative's removal from the account(s) does not relieve the business, organization, or the representative from any responsibilities, obligations or liabilities for actions taken or transactions conducted by a representative. If a business organization owes us money for any reason, we may enforce our rights against all funds in any account used by the business or organization, regardless of which representative deposited the funds into the account(s). You agree that a security interest granted by a representative on an account will continue to secure that obligation to us, regardless of whether that person is still a representative or not. For any obligation owed to us, our rights take priority over all other claims to funds in the account unless otherwise required by law.

The Credit Union allows business and organizational accounts to be opened under various types as described below:

- a) **Sole Proprietorship**-a business operated by a single person. If the owner is within the Credit Union's Field of Membership, the Sole Proprietorship may join the Credit Union. The owner may use their Social Security Number or a Business Taxpayer Identification Number (TIN) to open the account but the name on the account must match the TIN provided.
 - b) **Partnership, Limited Partnerships, Limited Liability Partnerships, Corporations (including a Limited Liability Company (LLC) and S-Corps)** - These entities may be operated and owned by one or more persons but are considered separate legal entities from the individual owner(s). If all owners are within the Field of Membership, then the entity may join the Credit Union. Partnership Agreements, Articles of Incorporations, Certification or Certificates of Good Standing may be required to open these type of accounts.
 - c) **Member Organization, Clubs and Other Informal Entities (meaning not incorporated)**- These types of accounts require a copy of the Bylaws of the organization, meeting minutes or similar type documents which has the name(s) of the organization's officers and the authorized representative(s).
32. **Electronic Records:** You acknowledge and agree that we may in our discretion store all records electronically; and that we will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including but not limited to checks, transaction records, notes, mortgages, deeds of trust and other loan and/or security documentation. We may routinely destroy all original documentation. We may store records electronically via imaging, scanning, filming or other technology used in the financial services industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such storage shall be secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.
33. **"E-Mail" and Facsimile Communications:** 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 Signature Card, 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.

34. **Liability; Disputes and Costs and/or Fees:** General Limitations on Credit Union Liability: We are not liable to you for any Loss caused by an event that is beyond our reasonable control including if circumstances beyond our reasonable control prevent us or delay us in performing our obligations with regard to any transaction, including acting on a payment order, crediting any funds transfer to your Account(s), processing an Item or crediting your Account(s). Circumstances beyond our reasonable control include, but are not limited to: a natural disaster; adverse weather conditions; acts of God; acts of terrorism; civil unrest, riots and emergency conditions including any risk of loss to the Credit Union; a legal constraint or governmental action or inaction; strike or stoppage of labor; power failure; the breakdown or failure of our equipment for any reason; the breakdown of any communication or transmission facilities, any mail or courier service; suspension of payments by another party; or any matter resulting in whole or part from your act, omission, negligence or fault.

If your account is subject to any legal or governmental action (“action”) we may pay out funds from your account according to that action or alternatively place a hold on the funds in the account until the matter is resolved. Unless otherwise prohibited, all such actions are secondary to our security interest and statutory lien rights as set forth herein. You understand and agree that you will be charged a research fee for any time spent by our employees (or any affiliated person or organization) addressing: 1) any legal, regulatory or governmental action initiated by any person and/or private or government organization against you or your accounts or for information concerning you or the accounts; or 2) any claim made by you for any transaction that is determined to be authorized.

If you or any representative or purported representative submits to us any instructions or requests (“instruction”) based on a legal document including but not limited to a Power of Attorney, Court Order, Appointment or Trust you agree we may not honor such instruction until such time as we are satisfied of the legality and/or authenticity of the instruction.

You agree that you are responsible for the actions and/or transaction activity of any third persons you appoint or authorize including but not limited to attorneys in fact; representative payees; and custodians for any and all obligations relating or arising from activity on your accounts; and you agree to indemnify and hold the Credit Union harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney’s fees, we may suffer or incur arising out of or related to any action or claim by any party with respect to the authority or actions taken by persons you appoint or authorize to transact business on your behalf.

If there is a dispute between any person(s) and/or private or government organization over an accounts, or we are uncertain who is entitled to access an account or the funds in an account (“disputes”), you agree that we may hold the funds in the account and may not release the funds in the account until all persons or organizations that may claim an interest in the accounts/funds agree in writing that meets our requirements addressing what should be done with the accounts and/or the funds; or until we receive a court order instructing us what to do. You understand and agree that such a hold is beneficial to both you and us to ensure that only persons who or organizations that are entitled to access the accounts and/or the funds in the account obtains access thereto. Alternatively, in the event of a dispute or uncertainty over who is entitled to access an accounts or the funds in an account, at our discretion we may deposit the funds in an account with a court and ask the court to resolve the dispute or uncertainty over who is entitled to the funds. In such instances, we may deduct our attorney fees and court costs from the funds in the account to be deposited with the court.

35. **Third Party Documents:** From time to time you may present us with certain documents that the Credit Union is not a party to (examples include but are not limited to: trust agreements, business operating agreements, contracts, court orders such as divorce settlement agreements, etc.). The Credit Union may require such documents for a purpose such as proving the existence of an entity or trust as required by applicable laws. However, the Credit Union is not a party to such agreements and mere possession of these documents does not in any way imply or impute knowledge of the contents of such documents to the Credit Union or its employees.

36. Costs, Expenses and Attorneys' Fees-All Accounts/services. 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;
- (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; or
- (7) 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.

RESOLVING CLAIMS:

If you and the Credit Union are not able to resolve a claim ourselves, then you and we agree that the claim will be resolved as provided in this Resolving Claims Section. This is a dispute resolution provision. Please read it carefully.

What does “Claim” Mean?

Claim means any claim, dispute or controversy (whether under a statute, in contract, tort or otherwise and whether for money damages, penalties or declaratory or equitable relief) by either you or the Credit Union against the other; or against any employee, agent or volunteer of the other, arising from or relating in any way to this Agreement or any Agreements to which the Membership Agreement Disclosures apply, in any manner (including any renewals, extensions or modifications) or any relationships between us.

How Claims will be Resolved

JURY TRIAL AND CLASS ACTION WAIVER

AS PERMITTED BY LAW, YOU AND WE AGREE AND UNDERSTAND THAT YOU AND WE BOTH GIVE UP THE RIGHT TO TRIAL BY JURY. THIS IS A JURY TRIAL WAIVER.

AS PERMITTED BY LAW YOU AND WE AGREE AND UNDERSTAND THAT YOU AND WE BOTH AGREE THAT WE ARE PRECLUDED FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS ACTION OF JOINING OR CONSOLIDATING THE CLAIMS OF OTHER PERSONS. THIS IS A CLASS ACTION WAIVER.

You and we both agree that all Claims will be resolved in court by a judge without a jury trial, as permitted by law. However, if permitted by law, then instead of a trial by judge without a jury trial, any claim(s) will be sent to a judicial reference to be heard by a neutral individual (commonly referred to as a “referee”) which remains in the court system subject to the same rules of procedure, discovery, evidence and appeal. The judicial referee will generally be an active or retired judge or attorney with 10 or more years of experience, chosen by mutual agreement between you and the Credit Union. If we are unable to agree on a judicial referee, then the referee will be appointed according to the procedure for appointment under applicable law.

The judicial referee, sitting alone without a jury, will decide questions of law and fact; and will resolve the Claim. This includes the applicability of the Resolving Claims Section and the validity of the Membership Agreement & Disclosures.

Judicial reference will be governed by applicable laws of the State of Maine. If permitted by law the referee is empowered to provide all temporary or provisional remedies and rule on any motion that would be authorized in pretrial or trial proceedings in court, including but not limited to motions for summary judgement or summary adjudication. The decision that results from the decision of the referee will be entered as a judgment in the court that appointed the referee. You and the Credit Union both reserve the right to seek appellate review of any judgment or order to the same extent permitted in a court of law.

Limitation and Non-Severability

Regardless of any other provision of this Resolving Claims Section, you and we both agree that the validity and effect of the jury trial and class action waiver may be determined only by a court or judicial referee as provided herein. You and we both have the right to appeal any limitation or invalidation of these waivers.

Rules of Interpretation

Except as provided in the Limitation and Non-Severability clause above, if any portion of this Resolving Claims Section is determined to be invalid or unenforceable, it will not invalidate the remaining portions of this Section or any other part of this Agreement. If there is any conflict or inconsistency between this Resolving Claims Section and the other terms of this Agreement or any other applicable agreements, this Resolving Claims Section shall govern. If there is any conflict between this Resolving Claims Section and any other dispute provisions (whether it be for reference or any other form of dispute resolution), this Resolving Claims Section will prevail from Claims arising out of or relating to this Membership Agreement Disclosures or other agreements or transactions referred to herein or contemplate by this Membership Agreement Disclosures.

Jurisdiction and Venue

Any action or proceeding regarding your account or this Membership Agreement Disclosures must be brought in the state of Maine. You submit to the personal jurisdiction of the state of Maine. Any action or proceeding will be governed by and interpreted in accordance with the Governing Law Section of this Agreement.

ELECTRONIC FUNDS TRANSFERS AGREEMENT AND DISCLOSURES

This section applies to payment orders and funds transfers governed by the Electronic Fund Transfer Act. When you enroll in online or mobile banking or other services we will provide you the applicable agreements that govern the use of those services ("Online Services"). You agree that these terms shall apply to these other services except where those other agreements expressly provide other or contrary terms.

If you have any questions regarding electronic banking transactions or believe that an unauthorized transaction has occurred, please call the Credit Union at the number provided in the Rate and Fee Schedule or write us at the address provided in the Rate and Fee Schedule. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Types of Transactions: These are the types of Electronic Fund Transfers that you can accomplish with us (assuming you make arrangements to do so).

Electronic Fund Transfers Initiated by Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In all cases, these third party transfers will require you to provide the third party with your account number and bank information. Thus, you should only provide your Credit Union and account number information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

Direct Deposits. You can arrange for direct deposits to your checking or savings account(s).

Preauthorized Payments. You can arrange to pay certain recurring bills from your checking or savings account(s).

Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

Electronic returned check charge. You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

Access at Automated Teller Machines: You can access accounts at the Credit Union or affiliated ATMs through all your cards held in your name (excluding prepaid cards).

You may perform the following transactions at ATMs:

- Make cash withdrawals from your checking and savings accounts.
- Get cash advances from your credit card.
- Transfer funds from your account associated with your card.
- Check the current balance of your linked checking, savings, and credit card and line of credit accounts.

Purchases at Merchants: You may use any of your Credit Union Debit Cards to make purchases at merchants that accept Visa® debit cards. You may use your Credit Union Debit Cards to make purchases by entering your PIN at participating merchants. You may also get cash from a merchant, if the merchant permits. Purchases made with your card will result in debits to your "primary" checking account. These transactions will be itemized on your monthly statement, including the merchant name, location, the date of purchase and the amount of the purchase.

Partial Debit Card Transactions: Some merchants may be enrolled in Visa's Partial Authorization service. This means that if you chose 'No' to ATM and Debit Card Overdraft Coverage, your transaction may be approved for only part of your total purchase amount. This occurs when you do not have a sufficient Available Balance, necessary to pay for the entire transaction, at the time of the purchase. Additionally, funds from your designated account(s) linked for Overdraft Protection (if applicable) may be considered when determining the amount that is authorized. For example, if you

attempt a \$30.00 transaction when your account has an Available Balance of \$20.00, your purchase may be approved for \$20.00 instead of the entire transaction being declined.

Other Electronic Transactions: In addition to transactions initiated by using your Credit Union Debit Card, there are other electronic banking transactions that you may arrange through your account. These include:

- Telephone/personal computer activated transfers of funds from your accounts with us to other accounts with us or to third parties. These include but are not limited to transfers made by telephone, text, online and mobile banking.
- Automatic transfer of funds between checking and savings accounts.
- Automatic periodic payments to third parties or us from checking or savings accounts (for example, monthly mortgage payments, installment loan payments, insurance payments, utility payments).
- Direct deposit to checking or savings accounts (for example, payroll checks, social security payments).
- Electronic check conversions from your checking account using a blank, partial or fully completed personal check at merchant locations.
- Payments made to your account through your Credit Union Debit Card.
- You can also use any of your Credit Union Debit Cards to obtain a cash advance from your checking account at any Visa® member financial institution anywhere in the world.

Limits on Transfers: The terms of your deposit account may restrict the number of withdrawals you may make from your account each month. Restrictions described earlier in this Agreement and in the Rate and Fee Schedule and other disclosures and agreements you received at the time your account was opened or when additional products or services were accessed, will also apply to your electronic withdrawals and electronic payments unless specified otherwise.

Security: For security reasons, there are limitations on the transactions that you may perform with any of your Credit Union Debit Cards per day. There are limitations on the number of transactions that can be performed per day and the limits may vary. For security reasons we do not disclose these limits. There are limitations on the dollar amount of cash withdrawals at ATMs and/or cash that you receive from merchants over the amount of your purchase. There are also limitations on the total dollar amount of purchases at merchants and/or cash advances at Visa® member financial institutions you may perform during each 24-hour period beginning at 4:30 p.m. Eastern Time. Our standard transaction limits are set forth in the Rate and Fee Schedule. We may change these limitations based on periodic risk assessments and we reserve the right to make such changes without notice to you. Transfer limits are also subject to temporary reductions to protect the security of customer accounts or transfer systems.

Debit Card Transactions: When you use your Credit Union Visa Debit Card (Debit Card) for payment, the merchant requests Credit Union to authorize the transaction amount. At the time of the request, we authorize (promise to pay) or decline the merchant's request. If we authorize (promise to pay) we will reduce your Available Balance by the amount of the merchant's authorization request. Some merchants (e.g., hotels, restaurants, gas stations, car rental agencies) request an authorization that is an estimated amount of the anticipated purchase instead of the full purchase amount. As a result, the reduction of your Available Balance may be less or greater than the final debit card transaction amount presented for payment. It is important to note that your Available Balance may change between the time a debit card transaction is authorized and when the debit card transaction is presented for payment.

Debit card authorizations will be reflected as pending transactions from the time we receive the authorization until the merchant presents the item for payment, a completion message is received, or three business days, whichever occurs first. If the debit card authorization has not been presented for payment after three business days, it will be removed from your pending transactions and your Available Balance will no longer be reduced by the authorization amount. Due to prior authorization (promise to pay), if the debit card transaction is presented for payment at a later date we will pay the item regardless of your Available Balance.

If any debit card transaction results in a negative Available Balance at the time it is presented for payment—even if your Available Balance was positive at the time the debit card transaction was authorized—you may be charged an Overdraft Fee. For more information on Available Balance please review the sections of your General Terms and Conditions above in this Agreement. It is your responsibility to ensure your account has a sufficient Available Balance to cover all transactions you conduct. We recommend keeping a record of your balance and deducting every transaction at the time you initiate it.

Fees: We will charge you fees for electronic fund transfers in accordance with the information found in the Rate and Fee Schedule. The fees may be changed at any time, subject to our giving you any notice required by law.

ATM Surcharges: When you use an ATM that is not identified as ours with the Credit Union name, you may be charged a fee by the ATM operator or any network used to complete the transfer.

Using your Card for International Transactions: You may use your Credit Union Debit Card for retail purchases with international merchants and for international cash advances and all transactions performed at international ATMs that bear any of the network logos found on your card. Refer to your debit card disclosure for fee information. We may block transactions in certain foreign countries. Call us at the numbers at the end of this Agreement, printed on the back of your debit card or as set forth in the Rate and Fee Schedule for more information. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered international transactions under the applicable network rules, in which case we will add International Processing Fees to those transactions. The Credit Union does not control how these merchants, ATMs and transactions are classified for this purpose. If the transaction requires a currency conversion, the exchange rate in effect when processed may differ from the rate in effect on the date of the transaction or the date of the posting to your Account.

Transactions processed through the Visa® system will be converted according to the applicable rules established by Visa®. The foreign currency transaction will be converted to U.S. Dollars by multiplying the amount of the foreign currency times (a) a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. For transactions processed through other networks, the international currency transaction will be converted by that network in accordance with their rules. Additional fees may apply. If you need to contact us about your card while outside of the United States, call us at the numbers in the Rate and Fee Schedule or printed on the back of your Debit Card.

Documentation: *Terminal transfers.* You can get a receipt at the time you make any transfer to or from your account using automated teller machines or point-of-sale terminals. *Pre-authorized credits:* 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 can call the Credit Union's 24-Hour banking (PS24) (207-469-7724 or 1-888-688-0077) or visit our Online Banking site at seaboardfcu.com to find out whether or not the deposit has been made. *Periodic statements:* You will get a monthly account statement unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly for an account to or from which you have arranged for electronic access. In the event your account has become inactive as defined in the General Terms and Conditions above and you have had no electronic activity, you will receive a quarterly statement.

Preauthorized Payments: If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you should be notified by the payee you are going to pay ten calendar days prior to the payment date of the amount to be deducted. If the date upon which your payment is scheduled to be deducted changes, the payee you are going to pay should notify you seven calendar days prior to the new scheduled date. To confirm the completion of automatic transfers, payments and/or direct deposits, please contact the Credit Union's PS24 (207-469-7724 or 1-888-688-0077) or visit our Online Banking site at seaboardfcu.com.

Right to Stop Payment of Preauthorized Transfers: To stop a preauthorized electronic payment or transfer, please call the Credit Union's PS24 (207-469-7724 or 1-888-688-0077) or contact us at the phone numbers in the Rate and Fee Schedule. You must call in time for us to receive your request and to be able to act upon it, which in the case of these electronic payments, is at least three business days before the transfer is scheduled to occur. We may also require you to put your request in writing and forward it to us within 14 days after you call. If you order us to stop one of these payments at least 3 business days before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

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

1. You do not have enough money in your account to make the transaction through no fault of ours.
2. The transaction goes over the Member Privilege limit.
3. The terminal where you were making the transaction does not have enough cash.
4. The terminal or other system was not working properly and you knew about the breakdown when you started the transaction.
5. Circumstances beyond our control (such as fire, flood or electrical failure) prevent the transaction, despite reasonable precautions that we have taken.
6. You have not properly followed instructions for operation of the ATM or system.
7. The funds in your account are subject to legal process or other similar encumbrance.

8. The transaction would exceed one of the established limits contained in this Agreement or by other Credit Union agreements.
9. Access to your account has been blocked after you have reported your debit card lost or stolen or you use a damaged or expired debit card.
10. The Credit Union has a reasonable basis to believe a debit card has been compromised; or that other actions/circumstances cause us to believe there is a possibility of unauthorized activity or other risk involving a debit card we have issued.

Authorized Transactions: We assume that all transactions performed with your Credit Union Debit Card and/or your personal identification number (PIN) are authorized unless you promptly notify us to the contrary. If you intentionally provide another person with the means to perform electronic banking transactions using your account, any resulting transactions will be treated as if they were performed and authorized by you. Such treatment will continue until you notify the Credit Union at the phone numbers set forth in the Rate and Fee Schedule that the other person is no longer authorized to use your card and/or PIN (in which case the card and PIN and/or account will have to be deactivated). You may also write to us, but your revocation of authority will not be valid until we actually receive it and have an opportunity to act upon it. We will have no obligation until notice is actually received by us.

Unauthorized Transactions and Lost or Stolen Debit Cards: An unauthorized transaction is one that another person conducts without your permission and from which you receive no benefit. In order to avoid unauthorized transactions, please observe the following basic precautions:

- Do not keep your Credit Union Debit Card and personal identification number (PIN) together. Do not write your PIN on your card.
- Do not provide your card or reveal your PIN to another person. If you do so, you authorize that person to conduct transactions using your card or PIN. You are liable for that person's transactions until you notify Credit Union at the phone numbers set forth in the Rate and Fee Schedule that the person is no longer authorized to use your card or PIN.
- Notify Credit Union at the phone numbers set forth in the Rate and Fee Schedule or do so at any Credit Union branch of the loss, theft or unauthorized use of your card or PIN.
- Notify Credit Union at the phone numbers set forth in the Rate and Fee Schedule or do so at any Credit Union branch if you think an electronic banking transaction is incorrectly reported on a receipt or statement. Failure to promptly notify the Credit Union at the phone numbers set forth in the Rate and Fee Schedule or failure to do so at any or any Credit Union branch of the loss, theft, or unauthorized use of your card or PIN will result in inconvenience to you and will hinder the efficient operation of your account. It may also affect your liability for transactions.

Credit Union Fraud Reporting: Call us at 207-469-6341 or write to: Seaboard Federal Credit Union, 177 Main Street, PO Box G, Bucksport, Maine 04416 for Reporting Fraud or Unauthorized Activity.

We reserve the right to cancel, block, and not renew your debit card for any reason, with or without prior notice. Reasons for suspension of access may include, for example: Detection of suspicious or fraudulent activity; Lack of usage; Misuse; or debit card returned as undeliverable by postal service.

Liability for Unauthorized Transfers: Liability for Unauthorized Transfers. Tell us AT ONCE if you believe any debit card or PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your Card or PIN without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, and we can establish that we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed or made available to you, you may not get back any money lost after the sixty (60) days if we can establish that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call or write to us at the telephone number or address set forth in the Rate and Fee Schedule. For Debit VISA® card purchases, you will generally have no liability for unauthorized purchases. However, if we determine that the unauthorized transactions occurred because of your gross negligence or fraud, these special limitations on liability may not apply, up to \$500.

Business Days and Daily “Cut-off” Limits: Please see page one of the Rate and Fee Schedule.

Confidentiality: We will disclose information to third parties about your account as permitted by law or the transfers you make: 1. where it is necessary for completing transfers; or 2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or 3. in order to comply with government agency or court orders; or 4. if you give us your written permission; or 5. according to our privacy policy, which generally permits us to share information with companies that perform marketing or other services on our behalf.

Error Resolution Notice: In case of errors or questions about your electronic transfers, contact the Credit Union at the number or mail us as provided in the Rate and Fee Schedule, or visit any Credit Union branch, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. 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.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your dispute or question in writing within ten business days. We will determine whether an error occurred within ten 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 dispute or question. If we decide to do this, we will credit your account within ten 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 dispute or question in writing and we do not receive it within ten business days, we might not provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your dispute 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.

Notice of ATM/Night Deposit Facility User Precautions: As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful:

1. Prepare for your transactions at home to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Do not leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Do not lend your Debit Card to anyone.
5. Do not leave your card at the ATM. Do not leave any documents at an ATM or night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your Debit Card as though it were cash. Do not tell anyone your PIN. Do not give anyone information regarding your Debit Card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your Debit Card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Do not accept assistance from anyone you do not know when using an ATM or night deposit facility.

11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Do not display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and local law enforcement officials immediately.

VISA Account Updater (VAU) — VAU is an account updating service in which your card is automatically enrolled. When your card(s) expire, are lost or stolen and new cards are issued, the service may update relevant card data (card numbers and expiration dates) to appropriate merchants who participate in an effort to facilitate uninterrupted processing of your recurring charges. This service provides updates to a Visa database only. The database is accessed by those qualified merchants seeking your account information after you have requested they process a recurring payment or payments. This service is provided as a free benefit to you. If at any time you wish to opt-out of the VAU service or if you have any questions, please contact us at the contact information listed in the Rate and Fee Schedule.

FUNDS AVAILABILITY POLICY

Please read all provisions carefully in order to fully understand when funds may be available from certain deposits.

Important Note: The amounts stated below are adjusted pursuant to applicable federal laws every five years. The amounts that can adjust are (1) the amounts that must be made available to you immediately; (2) the amounts we must make available to you immediately if we choose to delay availability for an extra day; and (3) the amounts of large deposits and the amounts subject to the special rules for new accounts as addressed below. To determine the actual amount in effect at any specific time, please refer to the Rate and Fee Schedule.

This Disclosure applies to all "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common **transaction** accounts. Feel free to ask us whether any of your accounts are covered by these rules.

Funds "availability" means your ability to withdraw funds from your account, whether those withdrawals are to be in cash, by check, automatic payment, or any other method we offer you for access to your account. If deposited funds are not "available" to you on a given day, you may not withdraw the funds in cash and we may not use the funds to pay items that you have written or honor other withdrawals you request. If we pay items that you have written or honor other withdrawals before funds are available to you, we may charge a fee for this.

Please remember that even after the funds have been made available to you, and you have withdrawn the funds, you are still responsible for items you deposit that are returned to us unpaid and for any other problems involving your deposit.

Determining The Availability of a Deposit- All Accounts:

The day funds become available is determined by counting business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit in person before our close of business on a business day that we are open, we will consider that day to be the day of your deposit for purposes of calculating when your funds will become available. However, if you make a deposit after the close of business, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Deposits made at a night deposit facility are considered to have been made on the following business day.

Deposits you send by mail are considered deposited on the business day it arrives if it arrives by the close of business at the branch of deposit.

Immediate Availability for Certain Items.

The following types of deposits will usually be available for withdrawal immediately:

- Cash (if deposited in person to an employee of ours);
- Electronic direct deposits;
- Wire transfers; and
- The first \$225.00 or such greater amount as required by annual adjustments to Regulation CC from the aggregate of all other deposits made on any given day.

Cash and wire transfer deposits are subject to the **Special Rules for New Accounts** and the \$225.00 availability is subject to the rule in the section titled **Longer Delays May Apply**.

Immediate Availability for Most Other Items:

Our general availability policy for items not listed in the prior section is to make funds available to you immediately / on the first business day after the day of deposit. We generally make some portion of a day's deposits available for withdrawal immediately. See the previous section for the types and amounts of deposits that are available immediately.

Paper Checks: Case-by Case Option:

In some cases involving paper checks, we will not make all of the funds that you deposit available to you as provided above. The first \$225.00 or such greater amount as required by annual adjustments to Regulation CC of your deposits, however, will generally be available no later than the first business day after the day of deposit, and usually immediately. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit; or soon after as reasonably practical. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

Paper Checks: Statutory Holds Option:

In the case of deposits of paper checks, funds from these checks will not be available until after the second business day from the date of deposit. The first \$225.00 of your deposits, however, will generally be available no later than the first business day after the day of deposit, and usually immediately. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Longer Delays May Apply:

Safeguard Exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- "Large Deposits" -- You deposit checks totaling more than \$5,525.00 or such greater amount as allowed by annual adjustments to Regulation CC on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.

- There is an emergency, such as failure of computer or communications equipment.

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

Special Rules for New Accounts:

If you are a new member, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits and deposits of cash and wire transfers to your account will be available on the day we receive the deposit. The first \$5,525.00 (or such greater amount as allowed by annual adjustments to Regulation CC) of a day's total deposits of cashier's, certified, teller's, traveler's, on-us checks (checks drawn on Seaboard FCU), and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. The excess over \$5,525.00 will be available on the fifth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525.00 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will generally be available on the fifth business day after the day of your deposit. In certain instances, we may hold funds from other check deposits for longer than five business days. For example, if we receive a check that falls within the Safeguard Exception description above, we may delay funds for up to nine business days. If we do so, we will provide you with a hold notice at the time of deposit or when we learn that we will hold the funds from the deposit.

Cashing Checks:

If we cash a check for you drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

Other Accounts:

If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the day the deposited item would have been available, which will usually be the first business day after the day of deposit.

Foreign Checks:

Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for 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.

Special Rules for Time Period Adjustment for Withdrawals by Cash or Similar Means:

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.

SHARED BRANCHING DISCLOSURES

Shared Branching: 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:

- 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.
- Foreign checks will not be accepted at a shared branch.
- Shared Branch Transaction Limits – Aggregate daily withdrawals from all sub accounts are limited to the following amount: Cash limit is \$10,000.00. The shared branch that you are visiting may impose lower withdrawal limits.
- 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.

TRUTH-IN-SAVINGS ACT DISCLOSURE Share and Checking Accounts

1. **Rate Information.** The dividend rate and Annual Percentage Yield ("APY") on your accounts are set forth in the Truth-in-Savings Act Rate and Fee Schedule ("Schedule") provided with this Booklet. The dividend rate and APY may change each dividend period as determined by the Credit Union.
2. **Compounding and Crediting.** Dividends will be compounded and will be credited as set forth in the Schedule. The Dividend Period ("period") for each of your accounts is set forth in the 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.
3. **Balance Information.** 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 Schedule. Dividends are calculated by the daily balance method which applies a daily periodic rate to the principle balance in the account each day.
4. **Accounts with Minimum Balance Requirements:** If you fail to maintain the minimum balance required to earn the dividend rate and annual percentage yield for any account as set forth in the Schedule, then you will not earn the dividend rate and annual percentage yield for the period in which you do not meet this requirement.
5. **Accrual of Dividends.** 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.
6. **Additional Limitations for IRA Savings Accounts:** 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. Deposits are not limited. Transfers to a Credit Union IRA Certificate are allowed subject to applicable law, the minimum balance requirements and other restrictions applicable to the Certificate Account.

TERM SHARE CERTIFICATE ACCOUNTS

(Share Certificate and IRA Certificate Accounts)

1. **Rate Information.** The dividend rate and annual percentage yield on your account are stated in the Schedule and/or your Term Share Certificate. The annual percentage yield reflects the dividends to be paid on your account based on the dividend rate and the frequency of compounding for an annual period. For Fixed Rate Share Certificate and Fixed Rate IRA Certificate Accounts the dividend rate and annual percentage yield are fixed and will be in effect for the term of the account. For Variable Rate Share Certificate and Variable Rate IRA Certificate Accounts the dividend rate and annual percentage yield are variable and may change each dividend period based on the determination of the Credit Union. The annual percentage yield assumes that dividends will remain on deposit until maturity. Any withdrawals will reduce your earnings. See Section 9 below regarding changes in terms and changes upon maturity.
2. **Compounding and Crediting.** Dividends will be compounded and credited as set forth in the Schedule. The Dividend Period ("period") for each account is set forth in the Schedule. The period begins on the first calendar day of the period and ends on the last calendar day of the period.
3. **Minimum Balance Requirements.** The minimum opening deposit required to open any Term Share Certificate Account is set forth in the Schedule. You must maintain an average daily balance equal to or greater than the minimum opening deposit to earn the annual percentage yield and avoid any service charges set forth in the Schedule.
4. **Balance Computation Information.** Dividends are calculated by the daily balance method which applies a daily periodic rate to the principle balance in the account each day.
5. **Accrual of Dividends.** 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.
6. **Transaction Limitations.** In addition to any other applicable limitations described in this Booklet, after a Term Account is opened, you may not make deposits into the account before maturity. You may not make withdrawals of dividends from your account before maturity unless at account opening you arrange for dividend payments, if allowed by the Credit Union.
7. **Maturity Date.** Your account will mature on the date stated in your Certificate or any Renewal Notice the Credit Unions provides to you.
8. **Early Withdrawal Penalties – All Certificate Accounts.** 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 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 the event of 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.

9. **Renewal Policy.** Unless you instruct the Credit Union otherwise, your certificate account 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. In the latter case, 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 stated maturity date. Deceased Member Accounts: If a member single owner 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. Upon renewal the rate then applicable to the term will be paid.

COMMON FEATURES OF ALL ACCOUNTS

1. **Nature of Dividends.** The Credit Union pays dividends from current income and available earnings, after required transfers to reserves at the end of the dividend period, thus dividends are not guaranteed. The Dividend Rate and Annual Percentage Yield set forth in the Schedule are prospective rates and yields the Credit Union anticipates paying for the applicable dividend period.
2. **National Credit Union Share Insurance Fund.** Member accounts in this Credit Union are federally insured by the National Credit Union Share Insurance Fund.
3. **Limitations on Maximum Shares Held by One Member.** The Credit Union's Board of Directors may limit the maximum amount of shares one member may hold by resolution, which they may set or change from time to time.
4. **Transfer and Assignment.** OWNERSHIP OF AN ACCOUNT IS NOT TRANSFERABLE WITHOUT THE WRITTEN CONSENT OF THE CREDIT UNION. The Credit Union may, before giving its consent, use any of the funds in this Account to repay any debt due it from any named Account owner. Your Accounts may be pledged to secure your existing or future obligations owed to this Credit Union.
5. **Fees and Charges.** The fees and charges set forth in the Rate and Fee Schedule may be assessed against your account(s).
6. **Par Value Requirements.** The Par Value of a membership share, which must be fully paid to become a member or maintain membership or to receive and maintain any accounts or services with us is set forth in the Schedule. The sum of your membership share shall be paid into and retained in your share savings account. The par value is not considered available for withdrawal; and does not show in your available funds. The par value can only be withdrawn upon an express request from you, but is otherwise available for payment of your obligations to us.
7. **Transaction Limitation on All Accounts.** No member may withdraw any amount on deposit below the amount of their primary liability to the Credit Union if they are delinquent as borrower, co-maker, or guarantor, without the Credit Union's written permission. Further, if your account(s) are pledged to us to secure any loan obligation, then you must pay, or, with our permission, renew the loan before any principal or dividends may be withdrawn or transferred. If we allow you to renew a loan secured by such a pledge, you may be required to renew any pledged account or leave the funds on deposit with us until the loan is paid or we specifically release the funds.