

## Midcoast-Connection Agreement and Disclosures

We are Midcoast Federal Credit Union, referred to as “we”, located at 831 Middle Street, Bath, Maine and our phone number is 207-443-5531. “You” refers to the member-owner(s) of a savings account who has requested Midcoast-Connection Online Service in connection with that account and any sub-account.

You agree to the rules and regulations affecting the use of the personal identification number and Midcoast-Connection Online Service provided by us for your convenience.

**Personal Identification Number** – The personal identification number (PIN) will be your “remote banking signature,” and you are responsible for maintaining its confidentiality. The PIN should be memorized and not written in order to prevent unauthorized use and so you may report its loss or theft accurately.

**Authorized Use** – You are authorized to withdraw funds from your account(s) with the use of your PIN.

**Joint Accounts** – The Midcoast-Connection PIN is issued only to the first member named on a savings account and offers access to other accounts owned by that member. You should not disclose your PIN to any joint account holder of your savings account. If you do, the joint account owner will have access to all accounts at the Credit Union owned by you, either individually or jointly. You may transfer funds to the account(s) of a family member on which you are a joint owner; however, if you do so, you agree to provide a copy of this Agreement to each owner of the account(s).

### **Consumer Liability For Unauthorized Midcoast-Connection Transactions** –

Tell us at ONCE if you believe your 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 applicable. If you tell us within two (2) business days, you can lose no more than FIFTY DOLLARS (\$50.00) if someone used your PIN without permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your PIN and we can prove that we could have stopped someone from using your PIN without your permission if you had told us, you could lose as much as FIVE HUNDRED DOLLARS (\$500.00).

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as long trip or hospital stay) kept you from telling us, we will extend the time periods.

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

**Notification Procedure** – If you believe that your PIN has been LOST or STOLEN, or that someone has transferred or may transfer money from your account without permission, call us at the number shown at the beginning of this Agreement, or write us at the address given at the beginning of this Agreement.

**Business Hours** – Our business hours are Monday–Friday 8:00 A.M.– 4:30 P.M., Saturday 9:00A.M.– Noon, excluding holidays.

**Types of Transactions Available** – You may use your PIN with the Midcoast-Connection service to obtain account information related to any of your savings and loan accounts regarding current balances and account history; YTD and prior year dividends earned and interest paid on each account, and Certificate Maturity date(s). You may also make transfers to other savings or checking accounts of yours or such accounts you have authorized in writing prior to such transfer request, withdraw funds from savings and checking by check made payable to you and mailed to you at your mailing address, make loan payments from any savings or checking account to any loan account, apply for a loan or line of credit, order checks, and request stop payments on checks drawn on your account(s). Stop payment requests can only be honored during our business hours listed in “Business Hours” paragraph above.

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

Midcoast-Connection transactions may be made at anytime, seven (7) days a week, unless the service is unavailable due to computer back-up procedures or maintenance. IMPORTANT NOTE: Recurring transfers where the date scheduled falls on a Sunday or on a holiday will occur the next business day.

**Fees and Charges** – Transactions involving your account(s) via Midcoast-Connection are considered the same as any other transaction in regard to service charges, overdrafts, and other fees, terms and conditions as set forth in your account agreement(s).

**Conditions Under Which We Will Disclose Information To A Third Party –**

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

**Documentation and Verification of Transfer** – You will receive a monthly statement of your account activity unless no electronic transfers were made to or from your account(s) during the month, in which case you will receive a statement at least quarterly. Upon completion of a transaction that updates your account, you will receive a confirmation number. You should record this number with your request. You will not receive any other receipt or confirmation of a transaction.

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

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

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

If we decide to do this, we will recredit your account within ten (10) business days (five (5) business days for Visa Check Card) for the amount you think is in error, so you will have the use of the money during the time it takes to complete our investigation. For new accounts, we may take up to twenty (20) days to credit your account for the amount you think is in error. If we ask you to put your complaint or question in writing and do not receive it within ten (10) business days, we may not recredit your account.

If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

**Cancellation** – We may cancel your Midcoast-Connection privileges at any time without notice or cause. You may cancel this Agreement at any time by providing us with written notice that you wish to cancel. Cancellation will be effective as of the date we receive the notice. Any cancellation or termination will not affect any of your existing liability to us.

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

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the Midcoast-Connection system was not working properly and you knew it was not working properly when you started the transfer.
- If circumstances beyond our control, (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

**Modification** – This Agreement may be amended by us without prior notice to you when such an amendment is immediately necessary to maintain or restore the security of the system or a member's account(s). We will notify you in writing thirty (30) days or as otherwise required by law prior to the effective date of any other change in any term or condition of this Agreement.