

Membership Agreement and Disclosures

YOUR CREDIT UNION. University Credit Union (UCU) is unique in the financial world. It is a co-op owned by you and your fellow members and operated in your common interest. UCU is non-profit and exists only to serve you, not to make money. As a UCU member, you own, operate and control UCU through your Board of Directors. You are entitled to elect and be elected to the volunteer Board of Directors. The Board is composed of your fellow members, and it manages UCU based on the needs and wishes of the members. The Board of Directors sets dividend rates, loan interest rates and fees, among other things, and also determines credit union policy such as set forth in this Agreement. UCU reserves the right to change any and all terms and conditions of any of them. In addition, UCU works cooperatively with Maine's other credit unions and the Maine Credit Union League, pooling resources for research and development of cost-effective services which benefit not only you and your fellow members, but all credit union members in Maine.

GENERAL TERMS. This Agreement contains the terms and conditions governing your membership in and accounts offered by UCU. By signing your membership card and/or account agreement(s), you accept and agree to be bound by the provisions as set forth in them, this Agreement, the rate and fee disclosures applicable to your account(s) with UCU, UCU's charter and bylaws, and any amendments or changes in terms to any of them. You will receive notice of any changes in terms in accordance with all applicable state and federal laws and regulations.

The terms and conditions as set forth in this Agreement are applicable to all types of accounts offered by UCU. There may be different or more specific terms and conditions which apply to certain accounts. Those different or specific terms are contained in the membership card, savings certificate, or other documents evidencing the account. To the extent that there are different terms, or terms which are not included in this Agreement or those documents, such terms supersede this Agreement, provided, however, that the following agreement governing joint ownership supersedes any and all such different and/or specific terms; any person(s) named as joint owners of your primary savings account are also joint owners of any other account(s) you may open under that primary savings account. If you do not want to have the same joint owner(s) on any sub-account, you must open another primary savings account naming joint owner(s) desired.

PRIVILEGES OF UCU MEMBERSHIP. Being a UCU member carries with it many privileges including the ability to open accounts other than ordinary savings accounts, such as checking accounts; to make and receive electronic funds transfers and wire transfers; and to obtain loans and lines of credit. However, it is UCU's policy to deny these privileges to members who cause a loss to UCU for any reason. Therefore, if you cause a loss to UCU, and thus to your fellow members, you will lose your privileges of UCU membership.

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

1. **Sole Accounts.** If you are the sole owner of an account, only you can make deposits or withdrawals or otherwise have access to the funds in the account. Upon death, the funds in the account are distributed in accordance with the terms of your will, or, if you do not leave a will, the intestacy laws of the state of your residency.
2. **Joint Accounts.** Any joint owner has an equal right of access to the funds in a joint account and can withdraw all of the funds in the account at any time without permission from or notification to the other joint owner(s). At the time of death of one joint owner, the funds automatically belong to the surviving joint owner(s). Joint owners do not have to be UCU members. Any person named as a joint owner of your regular savings account will also be a joint owner of all your other sub accounts of the regular savings account with the exception of IRAs, which require separate signed agreements.
3. **Payable-on-Death Accounts.** Payable-on-death accounts belong to the person(s) listed as the owner or owners of the account during their lives. On death, the funds automatically belong to the person or persons designated as payable-on-death beneficiaries. Any person named as a payable-on-death beneficiary of your regular savings account will also be a payable-on-death beneficiary of all your savings and sub accounts of that regular savings account.

4. **Trust Accounts.** Depending on membership eligibility, you may hold an account as Trustee for the benefit of another person or persons. Likewise, another person or persons may hold an account as Trustee for your benefit. In order to establish a Trust account you must meet membership eligibility requirements in accord with UCU's charter or bylaws.
5. **Organizational Accounts.** The funds in an organizational account are owned by a corporation, trust (including a living trust), partnership, social club, sports team, etc. In order for the organization to be a UCU member, eligibility requirements must be met in accord with UCU's charter or bylaws. If the organization does not qualify for membership, it can be a joint owner of the account with an individual member.

Locations. See back panel for hours. Closed for the following state and federal holidays:

New Year's Day
Memorial Day
Columbus Day
Christmas Day
Martin Luther King, Jr. Day
Independence Day
Veterans' Day
Presidents' Day
Labor Day
Thanksgiving Day

LIEN ON SAVINGS. A lien will be imposed on all of your UCU savings and savings dividends in an amount equal to that which you may owe UCU because of a loan, dues, or any other charges payable by you to UCU. If you default in paying the amount you owe, the lien may be enforced and your funds withdrawn and applied to your debt without further notice to you except where required by law.

ACCOUNT CLOSING. Your regular UCU savings account cannot be closed until all amounts you owe UCU are paid in full and all other accounts that you have with UCU are closed.

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

SAVINGS INSURANCE. Funds in your account at UCU are insured up to \$100,000 by the National Credit Union Administration (NCUA), an agency of the United States Government. If you would like more information about your share insurance, a pamphlet entitled Your Insured Funds is available upon request or you may contact www.ncua.gov. Funds in your accounts are also insured to an additional \$250,000 by our private savings insurer, Excess Share Insurance (ESI). For more information, contact ESI at www.excessshare.com.

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

SUBSTITUTE CHECKS. You acknowledge and agree that we may refuse to pay any check, including substitute checks as the term is defined under 12 CFR Part 229.2(aaa), that we have already paid. You also agree to indemnify and hold us harmless from and against any claim for damages or breach of any substitute check warranty which is asserted against us by any third party on account of any check drawn on your account for which you receive payment.

COMPLAINT RESOLUTION PROCEDURE. If you have a dispute with UCU regarding your account(s), you may contact UCU's complaint representative or department and attempt to resolve the problem directly with UCU.

If UCU fails to resolve the problem, write a letter detailing the problem and the resolution you are seeking to:

Consumer Outreach Program
Bureau of Financial Institutions
State House Station 36
Augusta, ME 04333

To file a complaint electronically, you may contact The Bureau of Financial Institutions at the following Internet address:

http://www.state.me.us/pfr/bkg/bkg_consumer.htm

The Bureau of Financial Institutions will acknowledge receipt of your complaint promptly and will investigate your claim or refer it to the appropriate federal supervisory agency. The Bureau will tell you which agency is handling your complaint. You will be informed of the results of any Bureau of Financial Institutions investigation.

PRIVACY NOTICE AND DISCLOSURE. University Credit Union, your member-owned financial institution, is committed to providing you with competitive products and services to meet your financial needs and to help you reach your goals. We are equally committed to protecting the privacy of our members. Under federal law we are required to give you this privacy notice. It describes UCU's privacy policy and practices concerning the personal information we collect and disclose about our members. It also includes information about the parties who receive personal and sometimes non-public member information from us as we conduct the business of the credit union. These practices are followed by UCU.

INFORMATION WE COLLECT ABOUT YOU. We collect non-public personal information about you from the following sources:

- Information we receive from you on applications and other forms.
- Information about your transactions with us or our affiliate, Primary Mortgage Corp.
- Information we receive from a consumer reporting agency.
- Information obtained when verifying the information you provide on an application or other forms. This may be obtained from your current or past employers or from other institutions where you conduct financial transactions.

INFORMATION WE DISCLOSE. We do not disclose any non-public personal information about our members or former members to anyone, except as may be permitted or required by law.

DISCLOSURE OF INFORMATION TO PARTIES THAT PROVIDE SERVICES TO US. We may disclose all of the information we collect, as described above, to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements.

DISCLOSURE OF INFORMATION ABOUT FORMER MEMBERS. If you terminate your membership with University Credit Union, we will not share information we have collected about you, except as may be permitted or required by law.

HOW WE PROTECT YOUR INFORMATION. We restrict access to non-public personal information about you to persons who need to know that personal information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with Federal regulations to guard your non-public personal information.

Regulation CC: Funds Availability and disclosures
Important information on deposits, hold, and withdrawals

YOUR ABILITY TO WITHDRAW FUNDS AT UNIVERSITY CREDIT UNION. Our policy is to make funds from your deposits available to you on the same business day as the day we receive your deposit. At that time, you can withdraw the funds in cash and/or we will use the funds to pay checks that you have written. For determining the

availability of your deposits, every day is a business day except Saturdays, Sundays and federal holidays. If you make a deposit at any of our locations during the hours listed on the back panel, we will consider that day to be the day of your deposit. However, if you make a deposit after the hours stated or on a day we are closed for business or in the night depository, the deposit will be credited to your account on the next business day we are open.

RESERVATION OF RIGHT TO HOLD. In some cases, we will not make all of the funds that you deposit by check available to you on the same business day of your deposit. These funds may not be available until the fifth business day after the day of your deposit. However, the first \$100 of your deposit will be available on the first business day after the day of your deposit. 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. 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 business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

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

- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- We have “reasonable cause” to believe a check you deposited will not be paid.
- There is an emergency, such as failure of communications or computers.

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 fifth business day after the day your deposit is otherwise available for withdrawal.

HOLDS ON OTHER FUNDS. If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately, but delay your availability to withdraw 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 time periods that are described elsewhere in this disclosure for the type of check that you deposited.

DEPOSITS AT AUTOMATED TELLER MACHINES. Funds from any deposits (cash or check) made at automated teller machines (ATMs) will not be available until the second business day after the day of your deposit.

DEPOSITS AT SHARED BRANCHING (CU SERVICE CENTER) LOCATIONS. Funds from check deposits made at a Shared Branching location will not be available until the second business day after the day of your deposit for local checks, and five (5) business days after the date of your deposit for all non-local checks. Visit www.cuservicecenter.com for Shared Branching locations.

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:

The first \$5,000 from a deposit of U.S. Treasury checks will be available on the first business day after the day of your deposit. The excess over \$5,000.00 will be available on the second business day after the day of your deposit. Funds from wire transfers into your account will be available on the first business day after the day we receive the transfer.

Funds from deposits of cash and the first \$5,000.00 of a day's total deposits of cashier's certified, teller's, traveler's and state and local government checks will be available on the first business day after the day of your deposit, if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000.00 will be available on the fifth business day after the day of your deposit. If you do not make the deposit in person to one of our employees, the first \$5,000.00 will not be available until the second business day after the day of your deposit.

Funds from deposits of checks drawn on University Credit Union will be available on the same business day as the day of your deposit.

Funds from all other check deposits will generally be available no later than the fifth business day after the day of your deposit.

CHECKING, ATM AND TELLER-PHONE AGREEMENT WITH LIMITED OVERDRAFT PROVISIONS

University Credit Union is authorized to honor debits from and to charge payments against the Checking.

You agree that:

- (a) UCU is under no obligation to pay a check, honor an ATM transaction or a Teller-Phone transaction which exceeds the balance in the Checking Account; UCU may, however, pay such a check, ATM transaction, or Teller-Phone transaction and charge the amount of resulting overdrafts plus a service charge against any other savings account from which the person who signed the check or authorized the transaction is entitled to withdraw savings including, but not limited to, the person's interest in jointly owned accounts, certificates and club accounts. UCU is under no obligation to pay a check on which the date is more than six (6) months old.
- (b) except for negligence, UCU is not liable for any action it takes regarding the payment or nonpayment of a check or the failure to honor an ATM or Teller-Phone transaction;
- (c) UCU shall not be liable to any party for any losses or damages which may result from premature processing of "postdated" checks;
- (d) any objection respecting any item shown on a monthly statement of the Checking Account shall be waived unless made in writing to UCU on or before the 20th day following the day the statement is mailed;
- (e) all non-cash payments received on savings in the Checking Account or at any ATM location will be credited subject to final payment;
- (f) the Checking Account shall be subject to service charges in accord with the rate schedules adopted by UCU from time to time;
- (g) the Checking Account, ATM Card and Teller-Phone are subject to such other terms, conditions and requirements as UCU may establish from time to time.
- (h) merchants and other payees may be authorized to electronically debit your checking account using information you provide on or with a check. These debits are electronic funds transfers subject to this agreement.

This agreement is subject to the additional terms and conditions of any joint savings account agreement that applies to a savings account in the names of the joint owners of this Checking Account; or, if there is no such agreement, this agreement is subject to the additional terms and conditions printed below.

ADDITIONAL TERMS AND CONDITIONS (JOINT CHECKING ACCOUNT AGREEMENT)

UCU is hereby authorized to recognize any of your signatures in the payment of funds or the transaction of any business for this account. The joint owners of this account hereby agree with each other and with UCU that all sums now paid in on savings, or heretofore or hereafter paid in on savings by any or all of said joint owners to their credit as such joint owners with all accumulations thereon, are and shall be owned by them jointly, with right of survivorship, and shall be subject to the withdrawal or receipt of any of them, and payment to any of them or the survivor or survivors shall be valid and discharge UCU from any liability for such payment.

Any or all of said joint owners may pledge all of any part of the savings in this account as collateral security to a loan or loans.

The right or authority of UCU under this agreement shall not be changed or terminated by said owners, or any of them, except by written notice to and consent of UCU which shall not affect transactions theretofore made.

Note: These additional Terms and Conditions apply only if there is no joint savings account agreement that applies to a savings account in the name of the joint owners of the Checking Account.

ELECTRONIC FUNDS TRANSFERS (EFT) INITIAL DISCLOSURE

(No Access device)

This disclosure, required by law, is designed to give you information concerning your electronic funds transfers (EFTs).

1. Merchants and other payees may be authorized to electronically debit your share draft or checking account using information you provide on or with a share draft or check. These debits are electronic funds transfers (EFTs) subject to this agreement.
2. Some types of EFTs available to you: deposit of employer payroll, deposit of government payments and pre-authorized debits. In addition, merchants and other payees may electronically debit your account using information you provide on or with a check. These debits are EFTs subject to this agreement.
3. For an account in which transfer limitations apply, no more than three (3) withdrawals or transfers may be made from these accounts to another account of yours or to a third party in any month. If you exceed these limitations, your account may be subject to a fee or closed.
4. There are no charges for EFTs or the right to make EFTs. However, a fee will be assessed for each EFT returned to the originator due to insufficient funds, account closure, etc. Refer to the Rate and Fee Schedule for current fees.
5. EFTs, in most cases, will be posted to your account by the opening of the normal business day (9:00 A.M.). (See Business Hours.)
6. Your right to receive documentation of EFTs:

Periodic Statement: You will receive a quarterly account statement on your savings accounts. You will receive a monthly account statement on checking accounts. You will receive a monthly account statement on savings accounts if any EFT occurs during that month.

Notice of Credits: If you have arranged to have EFT deposits made to your account, you can call us at 800-696-8628 to find out whether or not the deposit has been made.

7. Your right to stop payment and the procedure for doing so:

If you have told us in advance to make regular payments out of your account, you may stop any of these by simply calling us at the numbers and address on the back panel of this agreement. We need to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we will request that you sign a form here at UCU within 14 days after you call. You will be charged for each stop payment order given. Refer to the Rate and Fee Schedule for current fees.

8. UCU's Liability to you for failure to make or stop certain 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 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 those transfers.
- If the transfer would go over the credit limit on your overdraft line.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If we have reason to believe that transactions involving your account may be unauthorized, fraudulent, illegal or otherwise improper.

9. Error Resolution: See Electronic Funds Transfer Disclosure and Card Holder Agreement
10. Conditions under which we will disclose information to a third party.
You agree that we may, and you hereby authorize us to, disclose information to third parties about your account(s) or the transfers you make: (1) where it is necessary for completing transfers; (2) in order to verify the existence and condition of your accounts for a third party, such as a credit bureau or merchant; (3) in order to comply with a government agency or court orders; (4) where permitted under applicable law; or (5) if you give us your permission.

FAIR AND ACCURATE CREDIT TRANSACTION ACT NOTICE

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

ELECTRONIC FUNDS TRANSFER DISCLOSURE AND CARD HOLDER AGREEMENT

You (If this is a joint account, singular pronouns shall include each of you.) hereby agree to the rules and regulations affecting the issuances of the ATM or Visa® Check Card provided by UCU for your convenience.

1. **CONSUMER REPORTS** (credit reports) will be obtained in connection with your application. If you request: 1) you will be informed whether or not consumer reports were obtained; and 2) if reports were obtained, you will be informed of the names and addresses of the consumer reporting agencies (credit bureaus) that furnished the reports.
2. **PERSONAL IDENTIFICATION NUMBER (P.I.N.)**. This is your "remote banking signature." You are responsible for maintaining its confidentiality. The P.I.N. should be memorized and not written, in order to prevent its unauthorized use, and so that you may report its loss or theft accurately.
3. **AUTHORIZED USE**. Only you are qualified to direct the deposit or withdrawal of funds to or from your account(s) whether with the use of the ATM or Visa Check Card and/or your P.I.N. at merchant or financial institution locations or remote facilities or otherwise. Positive identification may be requested by the participating merchant or financial institution prior to any transaction. You agree that you will not use or allow anyone else to use your card or P.I.N. for any transaction that is illegal under applicable federal, state or local law.
4. **CONSUMER LIABILITY FOR UNAUTHORIZED ELECTRONIC FUNDS TRANSFERS MADE IN CONNECTION WITH AN ATM/VISA CHECK CARD. THIS SECTION APPLIES TO UNAUTHORIZED ELECTRONIC FUNDS TRANSFERS MADE IN CONNECTION WITH AN ATM/VISA CHECK CARD.**
Tell us AT ONCE if you believe your card, P.I.N. or other information which could provide electronic access to your account has been LOST or STOLEN, or if you believe someone has used your card or P.I.N. or accessed your account without your permission. Telephoning is the best way of keeping your possible losses down.

If a Visa or Interlink transfer was made using your card or card number without your permission and was not caused by your gross negligence or fraud, you will have no liability for this unauthorized transfer. For all other transfers, including transfers made using ATMs, you can lose no more than FIFTY DOLLARS (\$50.00) if you tell us within two (2) business days that your card or P.I.N. was used to make a transfer without your permission. If you do NOT tell us within two (2) business days, and we can prove that we could have stopped someone from making a transfer without your permission, if you had told us, you could lose as much as \$500.00.

If your statement shows transfers you did not make or authorize, tell us at once. If you DO NOT tell us within 60 days after the statement was mailed to you, you may not get back any money you lost if we can prove that we could have stopped someone from taking the money, if you had told us in time. We are liable only for losses in excess of the limit stated.

5. **CONSUMER LIABILITY FOR ALL OTHER UNAUTHORIZED ELECTRONIC FUNDS TRANSFERS**. Tell us at once if you believe your card or P.I.N. or other information which could provide electronic access to your account has been LOST or STOLEN. Telephoning is the best way of keeping your possible losses down. If you tell us within two business days, you can lose no more than FIFTY DOLLARS (\$50.00) if someone uses your card, P.I.N. or other information without your permission.

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

If your statement shows transfers you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost if we can prove that we could have stopped someone from taking the money, if you told us in time. We are liable only for losses in excess of the limits stated.

6. **NOTIFICATION PROCEDURE.** If you believe that your card, P.I.N. or other information which could provide electronic access to your account has been LOST or STOLEN, or if you believe that someone has transferred or may transfer money from your account without permission, contact us immediately.
7. **BUSINESS HOURS.** Refer to Business Hours listed on the back panel of this Agreement.
8. **TYPES OF TRANSACTIONS AVAILABLE.** You may use your card to withdraw from or make deposits to your savings or checking accounts, and to perform such other financial transactions as we may, from time to time, permit during the business hours of any remote facility. You may also pay for purchases at places that have agreed to accept your card (called Point-of-Sale purchases). You may use your P.I.N. to make withdrawals from your savings and all-purpose accounts; to transfer between your savings and checking accounts; to make a payment on a loan with us; and to inquire about your account balance, last savings withdrawal, interest, dividends, last savings deposit, last checking deposit, last transaction, loan inquiry, check number inquiry and certificate inquiry.
9. **LIMITATION ON FREQUENCY AND AMOUNT OF TRANSACTION.** For your protection we have limited the amount of each withdrawal from an account to \$300.00 per day at a remote financial facility. You may buy up to \$1000.00 worth of goods or services each day in our Point-of-Sale (POS) transfer services. UCU reserves the right to lower these limits.
10. **DELAYS IN POSTING TRANSACTIONS.** Due to the nature of the "ATM" system, there will be delays between the time of any activity on your account(s) and the time it is reflected in our records of your account(s).
11. **CHARGES FOR ORIGINATING SAVINGS AND AMOUNT OF TRANSACTIONS.** A transaction resulting in a withdrawal from your checking account using the ATM or Visa Check Card or your P.I.N. or other information which could provide electronic access to your account is considered the same as any other checking transaction with regard to our service charge formulas. The type of account determines if and when a charge will be assessed. Current charges are set forth on the Rate and Fee Schedule you receive on this Agreement.
12. **FEES.** If you use an ATM or other electronic terminal that we do not own, you may be charged a fee by the terminal owner and by any national, regional or local network used in processing the transaction. Any such fee(s) will be debited from your account if you elect to complete the transaction.

Visa Foreign Transaction Fee. Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in U.S. dollars. A 1% International Transaction Fee will be assessed on all transactions where the merchant country differs from the country of the card issuer. The converted transaction amount will be shown separately from the International Transaction Fee on your billing statement. This fee will be assessed on international purchases, credit vouchers and cash disbursements. The exchange rate for transactions in a foreign currency will be a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date; this rate may vary from the rate Visa itself receives or from the government mandated rate in effect for the applicable central processing date.

13. **CONDITIONS UNDER WHICH WE WILL DISCLOSE INFORMATION TO A THIRD PARTY.** See Electronic Funds Transfers Initial Disclosure.

14. **DOCUMENTATION OF TRANSFER AND TRANSACTION.** You will receive a copy of the deposit/withdrawal slip at the time a transaction using your ATM or Visa Check Card is originated. You will also receive a monthly statement of your account activity. You will not receive any slip or confirmation of other transactions other than the monthly statement.
15. **ERROR RESOLUTION.** Telephone or write us at the number and address shown on the back panel of this Agreement as soon as possible if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than sixty (60) days after we send you the FIRST statement on which the problem or error appeared. Provide the following information:
1. Your name and account number.
 2. Describe the error or the transfer you are unsure about, and include a clear explanation of why you believe it is an error, or why you need more information.
 3. The dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or question in writing within ten (10) business days.

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

If we decide to do this, we will re-credit 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 re-credit your account.

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

16. **OVERDRAFTS.** If any withdrawal(s) creates a negative balance in your account, you agree to repay to us the amount of such overdraft, including customary and usual overdraft charges, in the same manner as any other overdraft on your account.
17. **CANCELLATION.** Your card and P.I.N. remain UCU property. Immediate surrender of either may be required by UCU at any time. We may cancel the card, P.I.N. and/or all electronic funds transfer privileges at any time without notice or cause. Any cancellation or termination does not affect any of your existing liability to us.
18. **LIABILITY.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
- If, through no fault of ours, you do not have enough money in your account to make the transfer.
 - If the transfer would go over the credit limit on your overdraft line.
 - If the automated teller machine where you are making the transfer does not have enough cash.
 - If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
 - If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
 - If we have reason to believe that transactions involving your account may be unauthorized, fraudulent, illegal or otherwise improper.

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

19. **AGREEMENT MODIFICATION.** This part of the Agreement may be amended by us without prior notice to you when such a change is immediately necessary to maintain or restore the security of the system or a member's account; however, we will notify you in writing twenty-one (21) days prior to the effective date of any other change in any term or condition of the Agreement or your account, if such change would result in greater cost liability for you or decreased access to your account.
20. **JOINT ACCOUNTS.** All parties to a joint checking account each agree to be jointly and severally bound by this Agreement. All cards must be returned to us prior to the addition or deletion of a name from any account subject to this Agreement. Consumer reports (credit reports) may be obtained in connection with your application. If you request: 1) you will be informed whether or not consumer reports were obtained; and 2) if reports were obtained, you will be informed of the names and addresses of the consumer reporting agencies (credit bureaus) that furnished the reports. The P.I.N. may provide access to accounts owned by the primary member. Joint owners may have access to all of the primary member's accounts at UCU, including accounts owned singly by the primary member or jointly by the primary member and other persons.

Home banking CU@Home/Teller-PhoneSM Agreement and Disclosures

"You" refers to the member-owner(s) of a savings account who has requested CU@Home/Teller-Phone in connection with that account and any sub-account. You agree to the rules and regulations affecting the use of the P.I.N. and CU@Home/Teller-Phone services provided by us for your convenience.

PERSONAL IDENTIFICATION NUMBER. See Electronic Funds Transfer Disclosure and Card Holder Agreement #2.

AUTHORIZED USE. You are authorized to withdraw funds from your account(s) with the use of your P.I.N.

JOINT ACCOUNTS. The CU@Home/Teller-Phone personal identification number is issued only to the first member named on a savings account, and it offers access to other accounts owned by the member. You should not disclose your P.I.N. to any joint owner of your savings account. If you do, the joint owner will have access to all of your accounts at UCU 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 the Agreement to each owner of the account(s).

CONSUMER LIABILITY FOR UNAUTHORIZED CU@HOME/TELLER-PHONE TRANSACTIONS.
See Electronic Funds Transfer Disclosure and Card Holder Agreement #5.

NOTIFICATION PROCEDURE. If you believe that your P.I.N. 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 on the back panel of this Agreement.

BUSINESS HOURS. Refer to Business Hours listed on the back panel of this Agreement.

TYPES OF TRANSACTIONS AVAILABLE. You may use your P.I.N. with the CU@Home service to obtain account information related to any of your savings and loan accounts regarding current balance and account history; savings dividend rates; 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; and reorder checks.

UTILIZING TELLER-PHONE. You may use your P.I.N. to transfer funds from your savings, checking, or club account to any account on which you are an owner or joint owner. You may also request a loan payoff status and make other

types of electronic funds transfers such as direct deposit, payroll deduction and automatic payments. If a withdrawal is requested, a check in the amount of the withdrawal will be mailed to the same address that we mail your statement.

TRANSFERS. You may make transfers to your account or other accounts you authorize as often as you like except for those accounts with transfer limitations as disclosed on the Rate and Fee Schedule you received when you opened the account and any amendments to that schedule. You may transfer up to the balance in your account at the time of the transfer, except as limited under other agreements. We reserve the right to refuse any transaction that would draw upon insufficient funds or lower an account below a required balance. CU@Home/Teller-Phone transactions may be made at anytime, seven (7) days a week, unless the service is unavailable due to computer backup procedures or maintenance.

FEES AND CHARGES. Transactions involving your account(s) via CU@Home/Teller-Phone are considered the same as any other transaction with 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. See Electronic Funds Transfer Initial Disclosure #9.

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.

ERROR RESOLUTION. See Electronic Funds Transfer Disclosure and Card Holder Agreement #15.

CANCELLATION. We may cancel your CU@Home/Teller-Phone privileges at any time without notice or cause. We may cancel your CU@Home/Teller-Phone privileges without notice if your CU@Home/Teller-Phone service has been inactive for 6 months. 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 CU@Home/Teller-Phone 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.

If we have reason to believe that transactions involving your account(s) may be unauthorized, fraudulent, illegal, or otherwise improper.

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.

IDENTITY THEFT. If you suspect that someone has gained access to important personal information such as your account numbers or social security numbers and may use that information for illegal purposes or to withdraw money from your account, contact UCU immediately. Report a lost or stolen Debit/Visa Check Card by calling 800-472-3272 in the US or by calling 973-656-2345 collect outside the US. Report a lost or stolen Visa Credit Card by calling 877-875-8078.

If a card is lost or stolen you should also place fraud alerts on your credit file with the three major credit bureaus: Equifax 800-525-6285; Experian 800-397-3742; TransUnion 800-397-3742. Also, Remember Identity Theft is a

crime. Make sure you file a report with your local police. More information on Identity Theft is available at www.ucu.maine.edu/idtheft.html or at any UCU branch.

Rate and Fee Schedule

The rates and fees applicable to your account at University Credit Union are provided below.
University Credit Union may offer other rates for these accounts from time to time.

ACCOUNT RATES AND TERMS										
	<input type="checkbox"/> Savings	<input type="checkbox"/> Checking	<input type="checkbox"/> Premier Checking	<input type="checkbox"/> Super Share	<input type="checkbox"/> Money Market	<input type="checkbox"/> Preferred Money Market	<input type="checkbox"/> IRA	<input type="checkbox"/> Club		
DIVIDENDS										
Balance Range						25,000-49,999	50,000-74,999	78,000-99,999	100,000 & up	
Dividend Rate		N/A								
Annual Percentage Yield		N/A								
Dividends Compounded	Daily	N/A	Daily	Daily	Daily	Daily	Daily	Daily		
Dividends Credited	Monthly	N/A	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly		
Dividend Period	Monthly	N/A	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly		
BALANCE REQUIREMENTS	\$30.00	N/A	N/A	\$2,000.00	\$5,000.00	\$25,000.00	None	None		
Minimum Opening Deposit										
Minimum Required Balance	\$25.00	N/A	\$10,000.00	\$2,000.00	\$5,000.00	\$25,000.00	None	None		
Balance Method	Daily Balance	N/A	Daily Balance	Daily Balance	Daily Balance	Daily Balance	Daily Balance	Daily Balance		
ACCOUNT LIMITATIONS	Minimum Balance required to obtain the Annual Percentage Yield for the Dividend Period					Maximum of 3 withdrawals per month	Maximum of 3 withdrawals per month	Maximum of 3 withdrawals per month. \$10 monthly fee if daily balance falls below minimum and APY will be reduced. Rate will be paid on the entire balance.	Dividend withdrawal not allowed until age 59 ½	For Trailer 61 balance in account will be transferred to savings in October unless otherwise specified

ACCOUNT RATES AND TERMS					
	<input type="checkbox"/> Savings Certificates	<input type="checkbox"/> IRA Certificates	<input type="checkbox"/> Monty Moose Certificates	<input type="checkbox"/> _____	Divident Rate
Minimum Opening	\$500.00	\$500.00	\$250.00		Annual Percentage Yield
Dividends Compounded	Daily	Daily	Daily		%
Dividends Credited	Monthly	Monthly	Monthly		TERM
Dividend Period	Monthly	Monthly	Monthly		
Transaction Limitations		See Section 6 Below			<input type="checkbox"/> 6 Month _____

Additional Deposit	Not Allowed	Not Allowed	Not Allowed	
Dividend Withdrawal	Monthly	Not allowed until age 59 ½	Monthly	<input type="checkbox"/> 6 Month _____
Renewable	Automatic	Automatic	Automatic	<input type="checkbox"/> 1 Year _____
Grace Period	No	No	No	<input type="checkbox"/> 18 Month _____
				<input type="checkbox"/> 2 Year _____
				<input type="checkbox"/> 27 Month _____
				<input type="checkbox"/> 3 Year _____
				<input type="checkbox"/> 4 Year _____
				<input type="checkbox"/> 5 Year _____

* Step-Up Certificate: the owner(s) may opt to change the dividend rate once during the term of this account. Contact UCU for more information.

Truth-In-Savings Account Disclosure

Except as specifically described, the following disclosures apply to all of the above accounts.

- 1. Rate Information.** The dividend Rate Annual Percentage Yield on your accounts as of the last Dividend Declaration date are set forth above. The Annual Percentage Yield is a percentage rate that reflects the total amount of dividends to be paid on an account based on the Dividend Rate and frequency of compounding for a 365-day period or the term of a Certificate account unless an account is designated as "Fixed" above. The Dividend Rate and Annual Percentage Yield may change monthly as determined by the UCU's Board of Directors. The Annual Percentage Yield for a Certificate account is based upon an assumption that dividends will remain in the account until maturity and that a withdrawal will reduce earnings.
- 2. Nature of Dividends.** Dividends are paid from current income and available earnings after required transfers to reserves at the end of the Dividend Period.
- 3. Compounding and Crediting.** Dividends will be compounded and credited as set forth above. The Dividend Period for each account is set forth above. The Dividend Period begins on the first calendar day of the month and ends on the last calendar day of the month.
- 4. Accrual of Dividends.** Dividends will begin to accrue on all deposits (cash or checks) on the business day you make the deposit to your account. Except for Certificate, Super Share and Money Market accounts, if you close your account before accrued dividends are credited, accrued dividends will not be paid.
- 5. Balance Information.** The minimum balance required to open each account and/or obtain the disclosed Annual

Percentage Yield is set forth above. Dividends and minimum balances are calculated by the Daily Balance method. The Daily Balance method applies a daily periodic rate to the balance in the account each day.

6. **Account Limitations.** IRA Certificate accounts cannot be pledged for a loan.
7. **Certificate Maturity.** Your account will mature within the term set forth above or on the maturity date set forth on your Certificate or Maturity Notice. UCU will give the owner(s) at least 30 days' notice prior to maturity.

Early Withdrawal Penalty

We may impose a substantial penalty if you withdraw any of the principal before the maturity date or the renewal date, if this is a renewable Certificate account.

Amount of Penalty. The penalty is forfeiture of one half the term of the certificate. It applies whether or not the dividends have been earned.

How the Penalty Works. The penalty is calculated as a forfeiture of part of the dividends that have been or would have been earned on the account. It applies whether or not the dividends have been earned. In other words, if the account has not yet earned enough dividends, or if the dividends have already been

paid, the penalty will be deducted from the principal.

Exceptions to Early Withdrawal Penalties. At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances: When an account owner dies.

Renewal Policy. Your account is an automatically renewable account if indicated above.

Nontransferable/Nonnegotiable. Your account is nontransferable and nonnegotiable. The funds in your account may not be pledged to secure an obligation of any owner, except obligations with UCU.

The Dividend Rate and Annual Percentage Yield on our Savings Certificate or IRA Certificate accounts are the rate and yield that were offered within the most recent seven calendar days and are accurate as of the date indicated above. Please call 800-696-8628 to obtain current information.

The rates and yields appearing in this Rate and Fee Schedule are accurate and effective for accounts as of the date indicated. If you have any questions or require current rate information on your account, please call UCU.

Account Services Fees and Information

SAVINGS ACCOUNT FEES

Non-Sufficient funds	Per item \$ 20
One time membership fee	\$ 0
Reopen closed savings within six (6) months	\$ 10

CHECKING ACCOUNT FEES

Bill payer: with direct deposit, free up to (10) transactions monthly and 50¢ per additional bill.

Check Copy	\$ 2
Check Imaging --- online copies of checks	Free
Check Printing --- Prices vary with quantity and design	
Non-Sufficient Funds	Per item \$ 20
Overdraft Transfer	\$ 5

UCU reserves the right to close any checking account after an excess of three (3) returned checks. Checking accounts with no activity for six (6) months will be closed and the balance will be transferred to the member's savings account.

ELECTRONIC FUNDS TRANSFER FEES

ATM Transactions

- Free unlimited at all UCU and SurF Alliance Networks ATM's
- All other ATMs, four (4) free withdrawals per month and \$1 per transaction thereafter.

ATM/Visa® Check Card replacement	\$ 5
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OTHER SERVICE FEES

Account reconciliation and research	per hour \$ 20
Account transfer by phone	\$ 1.00
Certified check	\$ 10.00
Copy of statement	\$ 2.00
Foreign check handling fee (excluding Canadian)	\$ 15.00
Gift Cards	\$ 3.50
Letter of verification --- First Verification fee	1%
Money Orders	\$ 2.00
Official Checks	\$ 5.00
Return check cashed or deposited	\$ 5.00
When you deposit or cash a check that is not paid by the financial institution on which it is drawn	
Stop payment	\$10.00
Traveler's Check Cards	\$12.95
Western Union \$500 or less	\$ 25.00
Over \$500	2% of principle plus \$ 25.00
Wire transfer domestic	\$ 15.00
Wire transfer foreign	\$ 30.00