## Maine Family FCU Online Banking Agreement & Disclosure

We are Maine Family Federal Credit Union, referred to as "we", located at 555 Sabattus Street, Lewiston, Maine 04240 and 831 Minot Avenue, Auburn, Maine 04210 and our phone number is 207-783-2071. "You" refers to the member owner(s) of a share savings account who has requested Maine Family FCU Online Banking in connection with that account and any sub-account. You agree to the rules and regulations affecting the use of the Login ID/ Password and Maine Family FCU Online Banking service provided by us for your convenience.

**Login ID/ Password** – The Login ID/ Password will be your "remote banking signature," and you are responsible for maintaining its confidentiality. The Login ID/ Password should be memorized and not written, in order to prevent unauthorized use and so you may report its loss or theft accurately.

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

**Joint Accounts** – The Maine Family FCU Online Banking Login ID/ Password is issued only to the first member named on a share savings account and offers access to other accounts owned by that member. If you disclose your Login ID/ Password to any joint account holder of your account, the joint account holder will have access to all accounts at the Credit Union owned by you, either individually or jointly.

Consumer Liability for Unauthorized Maine Family FCU Online Transactions – Inform us immediately if you believe your Login ID/ Password has been LOST or STOLEN. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit, if applicable. If you tell us within two (2) business days, you can lose no more than FIFTY DOLLARS (\$50.00) if someone used your personal identification number without permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Login ID/ Password and we can prove that we could have stopped someone from using your Login ID/ Password without your permission if you had told us, you could lose as much as FIVE HUNDRED DOLLARS (\$500.00).

If your statement shows transfers that you did not make, inform us immediately. 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 Login ID/ Password has been LOST or STOLEN, or that someone has transferred or may transfer money from your account without permission, call us at the number shown at the beginning of this Agreement, or write us at the address given at the beginning of this Agreement.

**Types of Transactions Available** – You may use your Login ID/ Password with the Maine Family FCU Online Banking service to obtain account information related to any of your share savings and loan accounts such as current balances and account history. You may also make transfers to other share savings or share draft accounts of yours or such accounts you authorize, make loan payments from any share savings or share draft account to any loan account, and request stop payments on checks drawn on your account(s).

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

**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. If we decide to do this, we will recredit your account within ten (10) business days for the amount you think is in error, so you will have the use of the money during the time it takes to complete our investigation. 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 your investigation.

**Cancellation** – We may cancel your Maine Family FCU online privileges at any time without notice or cause. You may cancel this Agreement at any time by calling the Credit Union at the number shown at the beginning of this Agreement or 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 Maine Family FCU Online 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.

Keep the above information for your records.