

Maine Savings Online

Please read and understand the following important information before continuing with your application for this service:

You acknowledge your acceptance of these terms and conditions and your affirmative consent to the electronic delivery of these terms and conditions, any confirmations for online funds transfers you may initiate and any change in term notices. By your consent to accept these records electronically you also acknowledge that you are able to print or otherwise retain the records.

At any time you may withdraw your consent to have these records provided electronically. If you do withdraw such consent, we will terminate this agreement and your access to the service referenced in this agreement. You may withdraw your consent or update your Email address by phoning us at 1-800-273-6700 or writing to us at: Maine Savings FCU, PO Box 347, Hampden, ME 04444.

Maine Savings Online Internet Agreement

I. Description of Agreement

a. What this Agreement Covers

This Agreement between you and Maine Savings FCU governs the use by you of Maine Savings Online. These services permit Maine Savings FCU members to perform a number of banking functions linked to Maine Savings Online through the use of a personal computer.

b. Accepting the Agreement

When you use Maine Savings Online as described in this Agreement, or authorize others to use Maine Savings Online, you agree to the terms and conditions of this Agreement.

c. Relation to Other Agreements

This Agreement constitutes the entire agreement between you and Maine Savings FCU with regard to your use of Maine Savings Online. However, your use of Maine Savings Online may be affected by other agreements between us governing your deposit, or other eligible accounts. When you link accounts to Maine Savings Online, this does not change the agreements you already have with us governing those accounts. For example, when you use Maine Savings Online to access a credit account, you do so under the terms and conditions governing the agreement and disclosure for that account. You should review those agreements for any applicable fees, for limitations on the number of transfers you can make, and for other restrictions that might impact your use of that account through Maine Savings Online.

d. Computer Requirements

In order to access Maine Savings Online, you will need a computer and related Internet access equipment. You are responsible for installing, maintaining and operating appropriate computer equipment and for arranging Internet access through an Internet service provider. Maine Savings FCU is not responsible for any errors or failures caused by malfunction of your computer equipment or for problems caused by your Internet service provider. We also are not responsible for any computer virus or related problems that may be associated with use of Maine Savings Online. You are responsible for all Internet access fees/charges and telephone charges incurred by you in connection with your use of Maine Savings Online.

e. Copyright and Trademarks

The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Maine Savings FCU website and Maine Savings Online are protected under applicable copyrights, trademarks and other proprietary rights. The copying, redistribution, use or publication by you of any part of our website, except as allowed by this Agreement, is strictly prohibited. You do not by virtue of this Agreement acquire ownership rights to any content, document or other materials accessed through Maine Savings Online or the Maine Savings FCU website. The posting of information or materials on the Maine Savings FCU website does not constitute a waiver by Maine Savings FCU of any proprietary or other right in such information and materials.

II. Maine Savings Online Services

To use Maine Savings Online you need:

- I. a Maine Savings FCU savings account;
- II. Service through an Internet service provider ("ISP");
- III. a Maine Savings Online ID & Personal Identification Number ("PIN"); and
- IV. a means of connecting and communicating through the Internet.

You may use Maine Savings Online to:

- I. Transfer funds between your eligible Maine Savings FCU accounts on either a one-time or recurring basis.
- II. View current balance information for your Maine Savings FCU checking accounts, money market accounts, share accounts, Certificates, and loans.
- III. Review current transactions.
- IV. Send us email messages and questions regarding your Maine Savings Online service.
- V. Download account information for use with other systems such as MS Money and Quicken.

III. Description of Services

a. Processing Recurring and One-Time Payments and Transfers

You can make transfers and payments from eligible accounts in one of two ways:

- I. one-time
- II. recurring

Transfers to Christmas Clubs are permitted online.

Transfers to and from SEP IRA's and Certificates are not permitted online.

One-time transfers and payments are used for transfers and payments which occur on an infrequent or irregular basis, or which vary in amount.

You may use the recurring payment or transfer feature when you pay a set amount at regular intervals, for example on a car loan payment, or when you want to transfer the same amount at regular intervals, for example from your checking to eligible savings accounts.

Maine Savings FCU will provide you with a positive confirmation that the payment or transfer has been scheduled. Additionally, you may verify that any payment or transfer has been processed, by logging onto Maine Savings Online on the business day following the transfer or payment.

b. Limitations and Dollar Amounts for Transfers and Payments

Transfers can be for any amount between \$0.01 and \$9,999.99. Payments can be for any amount between \$0.01 and \$9,999.99. These values can be increased, please contact the Member Service Center to increase these values, which will be effective April 2017.

When you schedule a payment or transfer, you authorize Maine Savings FCU to withdraw the necessary funds from your Maine Savings FCU deposit account. If you have more than one deposit account, you will be asked to designate the account from which the withdrawal should be made. You agree that you will instruct Maine Savings FCU to make a withdrawal only when a sufficient balance is or will be available in your account at the time of withdrawal. If you do not have a sufficient balance, including available credit under any overdraft protection plan, we may either complete the transfer or payment - creating an overdraft - or refuse to complete the transfer or payment. In either case, we reserve the right to impose a non-sufficient funds (NSF) fee.

c. Canceling Transfers or Payments

In order to cancel future dated transfers, you must log onto Maine Savings Online and follow the prompts provided. The cancel feature is found in the transfers, view postings.

You may cancel a transfer transaction up to the date you scheduled it for processing. We must receive your instructions to cancel before the end of our business day on the date on which the transaction was scheduled to be processed.

d. Confirmation of Transfers and Payments

In addition to immediate confirmation of a transfer, a transaction made using Maine Savings Online receives a confirmation reference number.

IV. Other Terms and Conditions

a. Monthly Service Charge

Members are not assessed a charge for the use of Maine Savings Online. Banking charges for other accounts and services are as published in Maine Savings FCU's Rate & Fee Schedule.

b. Other Charges

You should note that, depending on how you access Maine Savings Online, you may incur charges for:

- I. normal account fees and service charges, and
- II. any Internet service provider fees.

Additional fees may be assessed from time to time for features added to Maine Savings Online. We may also charge a research fee if we research historical activity on your account as a result of an inquiry received from you. This fee will be waived if Maine Savings FCU determines in its sole discretion that an error has occurred.

c. Business Days

Transfers are processed in a real time environment unless otherwise noted. All future-dated transfer requests submitted with an effective date of a weekend or holiday will be processed after 7:00 AM Eastern Standard Time (EST) the next business day.

d. Service Hours

Maine Savings Online is available 24 hours a day, 365 days a year, except when the system is shut down for routine maintenance and upgrades.

e. Canceling Your Maine Savings Online Account

Your Maine Savings Online account remains in effect until it is terminated by you or by Maine Savings FCU. You may cancel your account at any time by notifying us of your intent to cancel in writing, through Maine Savings Online email, or by calling Maine Savings FCU. This cancellation applies only to your Maine Savings Online account and does not terminate your Maine Savings FCU accounts.

We may terminate your Maine Savings Online account for any reason, at any time. We will try to notify you in advance, but we are not obligated to do so.

If you choose to cancel your Maine Savings Online account, any unprocessed transfers will be canceled. We recommend that you cancel any scheduled transfers prior to notifying us that you are discontinuing the service. Maine Savings FCU normally will cancel any scheduled transfers within two business days from the date we receive your request to cancel your Maine Savings Online account. However, we are not responsible for transfers made pursuant to instructions received from you before your cancellation request was received.

If you close your Maine Savings FCU account(s), or if it's no longer linked to your service, your Maine Savings Online account will automatically be discontinued. Maine Savings FCU reserves the right to cancel any unprocessed transfers at the time your account is closed.

f. Joint Accounts

When your Maine Savings Online account is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any member on those accounts.

g. Changes to Agreement

We may change this agreement at anytime. For example, we may add, delete or amend terms or services. We will notify you of such changes by mail, by electronic message or by posting on the Maine Savings FCU website. If you access your Maine Savings Online account after the effective date of a change, you will be deemed to have accepted the change.

h. Transfers from Money Market Accounts

Federal regulations limit the number of preauthorized electronic fund transfers and telephone transfers, including Maine Savings Online transactions, from money market accounts. You are limited to six electronic withdrawals per statement cycle, which includes withdrawals made by: internet banking, telephone audio response, Automatic Clearing House (ACH), telephone transfers with a Credit Union employee or by check. Each withdrawal transfer through Maine Savings Online from your money market account counts as one of the six transfers permitted during each statement cycle.

i. Individual Retirement Account (IRA)

You can make deposits to your IRA share account through Maine Savings Online. When you make a deposit to your IRA through online banking you will only be able to contribute the designated funds to the current tax year's IRA; you will not have access to the year prior. If you would like to make a contribution to the prior year please contact your local Maine Savings branch for further instruction. You cannot make deposits to SEP IRA's through Maine Savings Online. You cannot make withdrawals from your IRA accounts through Maine Savings Online. If you wish to make a withdrawal please contact your local Maine Savings branch for further instruction.

j. Health Savings Account (HSA)

You can make deposits, withdrawals and transfers to and from your HSA through Maine Savings Online. When you make a deposit to your HSA through online banking you will only be able to contribute the designated funds to the current tax year's HSA; you will not have access to the year prior. If you would like to make a contribution to the prior year please contact your local Maine Savings branch for further instruction. When you make a withdrawal from your HSA through online banking it will be reported to the IRS as a normal distribution. Transfers to and from your HSA will be restricted to the current year's contributions as well as normal distributions. If you need to access your HSA funds due to any of these reasons: (1) Disability (2) Death (3) Distribution of Excess Contribution (4) Transfer to another Institution (5) Transfer within this Institution (6) Prohibited Transaction (7) Closing the HSA, you will need to contact the Credit Union and setup an appointment to meet with a Member Service Representative. Transactions for this list of reasons will require you to complete additional paperwork.

k. Contact by Maine Savings FCU or Affiliated Parties

No Maine Savings FCU employee, or employee of any company affiliated with Maine Savings FCU will contact you via email or phone requesting your Maine Savings Online ID or PIN. If you are contacted by anyone requesting this information, please contact us immediately.

l. Your Responsibilities.

You are responsible for all transfers, payments, or other transactions you authorize to be made using Maine Savings Online. You also are responsible for keeping your Maine Savings Online ID and PIN confidential. We will not be liable, nor will we reimburse you, for any losses that arise from use by others of your Maine Savings Online ID or PIN. If you permit any other person to use your personal identification number/password to access Maine Savings Online, you are responsible for any resulting transactions.

m. Reporting Unauthorized Transactions

You must contact Maine Savings FCU immediately upon becoming aware of any unauthorized use of your Maine Savings Online account. Call us at 1-800-263-6700 or 207-862-6500. Member Service is available 8:00 AM to 5:00 PM Monday through Friday, 9:00 AM to 3:00 PM Saturday, excluding holidays. You may also write us at Maine Savings FCU, P.O. Box 347, Hampden, ME 04444.

n. Disclosure of Account Information

We will disclose information to third parties about your account or your transactions:

- I. when it's necessary in order to complete transfers.
- II. to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
- III. to comply with a government agency or court order or with the request of a state or federal regulatory agency.
- IV. if you give us your permission.
- V. on a closed account, if we believe you have mishandled it.

o. Account Statements

We report your Maine Savings Online transactions on the monthly statements for your linked accounts.

v. Provisions Applicable to Consumers

a. In Case of Errors or Questions about Your Electronic Transactions

Telephone or write us at the number and address shown at the end of this section 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. Contact us also if you believe a transfer has been made using the information from your check without your permission. 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. 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 after the sixty (60) days 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 a long trip or hospital stay) kept you from telling us, we will extend the time periods.

Provide the following information:

- (a) Your name and account number
- (b) Describe the error or the transfer you are unsure about, and provide a clear explanation of why you believe it is an error, or why you need more information
- (c) 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 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 credit your account within ten (10) business days (five [5] business days for Visa Check Card purchases) 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 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.

Contact information for Error Resolution

- (1) Call 1-800-273-6700 or 207-862-6500
- (2) Email us at memberservice@mainesavings.com
- (3) Write to Maine Savings Federal Credit Union
P.O. Box 347
Hampden, Maine 04444-0347.

b. Consumer Liability

Tell us AT ONCE if you believe your card, P.I.N. Online User ID 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, and then follow-up with a written letter. If you tell us within two (2) business days, you can lose no more than \$50.00 if someone uses your card, P.I.N. or other information 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 P.I.N. or other information, and 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 \$500.00. If your statement shows transfers you did not make or authorize, 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 a long trip or hospital stay kept you from telling us, we will extend the time period. We are liable only for the losses in excess of the limits stated.

When you give someone your Maine Savings card, Online ID or PIN, you are authorizing that person to use your service, and you are responsible for all transactions the person performs using your service. All transactions that person performs, even transactions you did not intend or want performed, are authorized transactions. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. For your protection, sign off after every Maine Savings Online session and close your browser to ensure confidentiality.

c. Our Liability for Failure to Complete Transactions

If we do not complete a transaction 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:

- I. if, through no fault of ours, you don't have enough available funds in your account (or available credit under your overdraft protection plan) to cover the transaction or transfer.
- II. if Maine Savings Online wasn't working properly, and you knew about the malfunction when you started the transaction or transfer.
- III. if circumstances beyond our control (such as fire or flood) prevent the transaction or transfer, despite reasonable precautions we've taken.
- IV. if there are other exceptions stated in our agreement with you.

d. Limit on Our Responsibility.

MAINE SAVINGS FCU MAKES NO EXPRESS OR IMPLIED WARRANTIES CONCERNING THE MAINE SAVINGS ONLINE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.

Maine Savings FCU agrees to make reasonable efforts to ensure the performance of Maine Savings Online to the extent contemplated by this Agreement. We will be responsible for acting only on those instructions actually received from you. We are not responsible for any losses or delays in transmission of instructions to us arising out of the use of any Internet service provider providing your connection to the Internet or caused by any browser software. We cannot assume responsibility for malfunctions in communications facilities not under the control of Maine Savings FCU that may affect the timeliness or accuracy of messages you send to us.

Maine Savings FCU is not responsible for any direct, indirect, consequential, special or incidental damages arising out of your use of Maine Savings Online. Because some states do not allow the exclusion or limitation of liability for consequential damages, in such states our liability is limited to the extent permitted by law.

e. Governing Law

This Agreement is governed by the federal laws of the United States and the laws of the State of Maine, unless otherwise required by federal or state law, without regard for choice of law provisions. Any issue with regard to an account which you link or access using Maine Savings Online will be governed by the laws specified in the Member Agreement governing that account.

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