

Maine Highlands Federal Credit Union

Digital Banking Agreement and Disclosures

Maine Highlands Federal Credit Union is referred to in this Digital Banking Agreement as “we”, “us”, “our” or “Credit Union”. “You” and “your” refers to the member-owner(s) of an account with us who has requested or uses the Service, as defined below.

This Agreement between you and the Credit Union governs your use of our Digital Banking Services (the “Service” or “Digital Banking”), which encompasses any and all functionality available using the Service, as well as any activities or transactions (“online transactions”) that you may initiate with and/or request from the Credit Union through the Service. The Service permits you to perform a number of banking functions linked to the Service through the use of a personal computer, smart phone, tablet or other capable electronic device (each a “Device”). If you do not agree with the terms and conditions of this Agreement (as may be amended from time to time), you may not use the Service. By using the Service, you acknowledge that you have read, understood and agree to the terms and conditions of this Agreement and any other agreements or conditions as may be related to the Service and any transactions you initiate through the Service. You also agree to any changes in such terms and conditions, as of their effective date, which apply to the use of the Service by you and any others whom you permit to use the Service. We recommend that you print or retain a copy of this Agreement for your records. By using the Service, you affirmatively consent to the electronic delivery of these terms and conditions, any supplemental or additional terms, conditions or agreements related to the Service, including but not limited to functionality such as eStatements and Bill Pay, any confirmations for online transactions you may initiate and any change in term notices as described in the Esign Consent section below.

This Agreement constitutes the entire agreement between you and the Credit Union with regard to your use of the Service. However, your use of the Service is also subject to other agreements between us governing your accounts with us. When you link accounts to the Service, this does not change the agreements you already have with us governing those accounts. For instance, when you use the Service to access a line of credit account, you do so under the terms and conditions governing that account. You should review those agreements for any applicable fees, for limitations of types or quantity of transactions you can make, and for other restrictions that might affect your use of that account through the Service.

1. **ESIGN Consent**—This disclosure contains important information that you are entitled to receive before you consent to receive electronic disclosures and to transact business with us electronically via Digital Banking. Please print, email or save a copy for your records.
 - a. **Communications to be provided in electronic form.** You affirmatively consent to us providing you with all communications applicable to the Service including but not limited to any notices or disclosures required by applicable law (“Communications”) in electronic format, and you affirmatively consent to conducting all transactions with respect to the Service electronically. We may stop sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic Communications and conduct electronic transactions includes, but is not limited to, the following: Mobile Banking, Internet Banking, Digital Banking, eStatements, Bill Pay, Remote Deposit Capture, any change in terms notices related to Digital Banking or the Service, and any notices related to any activities or transactions you conduct using the Service. All documents we provide to you in electronic format will be provided either via email or the Service.
 - b. **Paper copies.** You have the right to have Communications provided or made available to you on paper. You may obtain a paper copy by calling 888-806-6920 or visiting a branch. No fees will be assessed for obtaining paper copies.
 - c. **Withdrawal of Consent, Termination and Changes.** You may cancel or withdraw your consent at any time by calling the Credit Union at 888-806-6920 or by visiting a branch. Any withdrawal of consent to receive Communications electronically will be effective only after we have a reasonable amount of time to process the withdrawal. Withdrawing your consent will result in termination of your ability to use the Service, including the ability to initiate funds transfers using the Service.
 - d. **Accurate and Updated Information.** In order to obtain your Communications electronically, you must provide the Credit Union with an accurate email address. If the email address you provide is not accurate, the Credit Union assumes no liability for sending any Communication to such address. If the email address you provide is not deliverable, the Credit Union may provide your statements via U.S. mail to your address according to the Credit Union’s records. If you change your email address, you must provide us with your new address. You must also provide updated information to us any time that information is needed to provide your Communications electronically. To provide an updated email address or other information, you must contact us or update your contact information via the Service at least three business days prior to the last day of the month to give us time to effect the change.
 - e. **Hardware and Software Requirements.** The Credit Union doesn’t endorse a specific operating system or web browser. To use the Services, receive Communications and conduct transactions electronically, you must have the following:

- A valid email address and a connection to the internet;
- A web browser version that is supported such as Google Chrome or Microsoft Edge;
- A current version of our application (via Google Play or App Store);
- A current version of a program that reads and displays PDF documents, such as Adobe Acrobat Reader ®;
- The capacity to store information;
- An internet accessible device, such as a smartphone, tablet, desktop computer or laptop, with an operating system (Windows, MacOS, iOS, or Android) capable of supporting the above (“Device”).

We reserve the right to discontinue support of any version of software for security or stability purposes. We may not support some older operating systems or web browsers, meaning you may need to update in order to access Digital Banking. We may offer services or features that require your web browser to be configured in a particular way, such as permitting use of cookies.

- f. Communications in writing.** All Communications in either electronic or paper format from us to you will be considered to be “in writing.” We recommend that you print or download for your records a copy of any Communications that are important to you.
- g. Access to Your Disclosures and Requesting Paper Copies.** Disclosures will remain available for viewing and printing within Digital Banking. You can always obtain a paper copy by requesting one or by printing the electronic document. We may charge you a reasonable fee for delivery of paper copies already provided electronically.

As stated above, in order to use the Service, you will need a computer or other capable electronic Device and related internet access and a Digital Banking username, password and multi-factor authentication method (such as one-time passcode) (“Credentials”). Your internet or other web browser software must support a minimum encryption level and other security measures as we may require from time to time. Your browser must be one that is supported by us for optimal performance. You are responsible for the installation, maintenance and operation of the Device and all related costs and expenses. It is your responsibility to install and maintain appropriate malware protection software on your Device to help safeguard your online activity. We are not responsible for any errors or failures caused by any malfunction of your Device, or virus or related problems that may be associated with access to or use of the Service or the Device. We also are not responsible for any losses or delays in transmission of information you provide to us or otherwise arising out of or incurred in connection with the use of any internet or other service provider providing your connection and/or access to Digital Banking.

By utilizing the Service, you are providing your affirmative consent to receive Communications and conduct transactions electronically. You are also confirming that you have the hardware and software described above, that you are able to receive and review electronic documents, that you have an active email account and that you are authorized to, and do, consent on behalf of all account owners identified on your Credit Union accounts linked to the Service.

- 2. Your Digital Banking Credentials—**Your Credentials will be your “remote banking signature,” and you are responsible for maintaining the confidentiality of your Credentials. Your Credentials should be memorized or stored securely in order to prevent unauthorized use. If you believe your Credentials have been lost or stolen, notify us at once at 888-806-6920 or 207-924-5544. You may change your Credentials at any time. You agree that you will not use combinations that are easily guessed (such as your phone number, date of birth, or Social Security number). You also acknowledge and agree that if you permit another party(ies) to use your Credentials to access the Service, or otherwise authorize use of the Service, you are responsible for any and all transactions of that party(ies), even if exceeding your authorization. You authorize us to follow and comply with any online instructions entered using your Credentials.
- 3. Joint Accounts—**For joint accounts, we may act on the verbal, written or electronic instructions of any party to those accounts. You agree to provide a copy of this Agreement to each party to the account. Each party to the account is authorized to access all of the available funds held in that account and any subaccounts or loan accounts through the Service.
- 4. Eligibility—**Digital Banking is offered to members aged fourteen (14) years or older. By using Digital Banking, you represent that you meet these requirements and that you agree to be bound by this Agreement.
- 5. Privacy of Others—**If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.
- 6. System Availability—**From time to time access to the Service may be unavailable due to scheduled or unscheduled maintenance, technical difficulties, power failures, problems with internet service, or system outage. We will make every reasonable effort to make the system available. However, we are in no way liable for the unavailability of the Service or any damage that may result from unavailability of the Service.

7. **No Waivers**—No delay or waiver by us of any power, right, remedy or obligation under or in connection with this Agreement on any one occasion shall constitute a waiver on any later occasion. No such delay or waiver by us is effective unless it is in writing and signed by us.
8. **Severability**—If any term or condition of this Agreement is held void or unenforceable by a court of competent jurisdiction, or any governmental agency, that term or condition will be considered to be enforceable to the extent permitted by such court or agency, and the term or condition shall no longer be treated as part of this Agreement. However, all other terms and conditions of this Agreement will remain in full force and effect.
9. **eStatements**—The eStatement feature of the Service provides you with an alternative to receiving paper statements through the mail. With eStatements, you will receive an email notification when your statement is ready to be viewed. Your affirmative consent as stated above under the “Esign Consent” section is effective upon your use of the Service, and we will no longer send statements through the U.S. Mail. Your consent allows us to send your periodic account statement along with any other disclosures we might send with your account statement. Where applicable, accounts may be combined on a single statement. You agree to maintain a current email address on file with us for which we will send the notifications to you when your statement is ready.
10. **Accessibility**—If you are using a screen reader and are having difficulty accessing any part of the Service, please call the Credit Union at 207-924-5544 or 888-806-6920. You can also e-mail the Credit Union at info@mhfcu.com. The Credit Union is committed to digital inclusion using WCAG 2.0 guidelines and will work with you to find a solution.
11. **Remote/Mobile Deposit Capture Service (“RDC”)**—You are authorized to remotely deposit paper checks to your accounts at the Credit Union (each an “Account”) by electronically transmitting digital images of the paper checks to us for deposit. Your use of RDC constitutes your acceptance of these terms and conditions. Upon receipt of the digital images, we will review the image for acceptability. We are not responsible for any image that we do not actually receive or that does not comply with the requirements of this Agreement. Following receipt of an image, we may process the image by preparing a “substitute check” or clearing the item as an image. We reserve the right, within our sole and absolute discretion, to accept or reject any item for deposit into the Account. You understand that any amount credited to your Account for items deposited using RDC is a provisional credit only and you agree to indemnify us against any loss we may suffer because of our acceptance of any remotely deposited item.

You agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology used to provide RDC (“Technology”), or RDC itself, (ii) copy or reproduce all or any part of the Technology or RDC; or (iii) interfere, or attempt to interfere, with the Technology or RDC.

- a. **Compliance with Laws.** You agree to use the Technology and RDC only for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as all laws pertaining to the conduct of your business and/or personal affairs, as applicable. You warrant that you will only transmit acceptable items for deposit and will handle the original items in accordance with this Agreement and applicable laws, rules and regulations. You will indemnify and hold us harmless from and against any damages, liabilities, costs, expenses (including attorneys’ fees) or other harm arising out of any violation of applicable laws, rules and regulations. This indemnity will survive termination of this Agreement.
- b. **Check Requirements.** Any image of a check that you transmit to us must accurately and legibly provide all the information on the front and back of the check at the time presented to you by the drawer. Prior to scanning the original check, you and any other payee of the check must endorse the back of the original check. Your endorsement must include your signature and the words “for mobile deposit only at MHFCU”. The image of the check transmitted to us must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the payor bank that is preprinted on the check, including complete and accurate MICR information and signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality for the check must meet the standards for image quality established by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.
- c. **Rejection of Deposit.** We are not liable for any service or late charges levied against you or the Account due to any failure of receipt or our rejection of any item. In all cases, you are responsible for any loss or overdraft plus any applicable fees assessed against you or the Account due to an item being rejected or returned.
- d. **Items Returned Unpaid.** Notice will be provided to you of items we receive but do not accept for deposit. With respect to any item that you transmit to us for remote deposit that we credit to the Account, in the event such item is dishonored, you authorize us to debit the amount of such item from the Account or from any other account you may have with us.
- e. **Email Address.** You agree to notify us immediately if you change your email address. This is the email address where we may send you all notices required under this Agreement.
- f. **Unavailability of RDC.** You understand and agree that RDC may at times be temporarily unavailable, for example, due to system maintenance or technical difficulties including those of any Internet service provider, cellular service provider or internet software. In the event that RDC is unavailable, you acknowledge that you can deposit an original check at any of

our branches during business hours. It is your sole responsibility to verify that items deposited using RDC have been received and accepted for deposit by us. However, we will email notification of items that are rejected by the next business day following rejection.

- g. Funds Availability.** With regard to the availability of deposits made using RDC, such funds will be generally available on the second business day after the day of deposit. The Credit Union may delay availability for any reason, including but not limited to fraud, alterations or endorsement errors.
- h. Accountholder's Warranties.** You make the following warranties and representations with respect to each image of an original check that you transmit to us utilizing RDC:
1. Each such image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
 2. The amount, payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
 3. You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item or a paper or electronic representation of the original item) such that any person will be asked to make payment based on an item that has already been paid.
 4. Other than the digital image of an original check that you remotely deposit through RDC, there are no other duplicate images of the original check.
 5. You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
 6. You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.
 7. All information you have provided to us remains true and correct and, in the event any such information changes, you will immediately notify us of the change.
 8. You have not knowingly failed to communicate any material information to us.
 9. You have possession of each original check deposited using RDC, in accordance with the Storage of Original Checks section below, and no party will submit the original check for payment.
 10. Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on the Technology or our network, data, or related systems.
- i. Storage of Original Checks.** Upon receipt of any transmitted image, you understand that the Credit Union is the lawful owner of such image and each electronic item with respect to original checks. You must securely store each original check that you deposit using RDC for a period of 15 days after transmission to us. After such period expires, you will destroy the original check. You understand and agree that you are responsible for any loss caused by your failure to secure the original checks. For accounting, auditing and other legal purposes, you may keep internal electronic records regarding such checks, provided such internal electronic records cannot be used to generate images or duplicate electronic files for purposes of depositing and presenting such checks for or otherwise obtaining payment.
- You must deliver promptly to us, upon our request, the original check if a request is made within the retention period provided above, or a substitute check or sufficient copy thereof, for each electronic item you created. The term "sufficient copy" means a copy of an original check that accurately represents all of the information on the front and back of the original check as of the time the original check was imaged for transmission to us or as is otherwise acceptable to us.
- j. Securing Images.** When using RDC, you understand, acknowledge and agree that check images will be captured by the RDC software. It is not necessary to retain locally stored images of checks and doing so is strongly discouraged.
- k. Accountholder's Indemnification Obligation.** You agree to indemnify and hold us harmless from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and costs, arising from your use of RDC and/or any breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.
- l. In Case of Errors.** In the event that you believe there has been an error with respect to any original check or image thereof transmitted to us for deposit, you will immediately contact us regarding such error as set forth in this Agreement.
- m. Limitation of Liability.** You understand, acknowledge and agree that we are not responsible for any indirect, consequential, punitive, special damages or other damages attributable to your use of RDC or any breach of this Agreement.
- n. Charges for Use of RDC.** All charges associated with RDC are disclosed in our current Fee Schedule.
- o. Disclaimer of Warranties.** YOU UNDERSTAND THAT THE CREDIT UNION DOES NOT MAKE ANY WARRANTIES WITH RESPECT TO RDC, TECHNOLOGY, EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF ANY OF THEM, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL.

- p. **Change in Terms.** We may change the terms and charges for RDC or the Fee Schedule by notifying you of such change in writing, and may amend, modify, add to, or delete from this Agreement and the Fee Schedule from time to time. Your use of RDC after receipt of notification of any change constitutes your acceptance of the change.
- q. **Termination of RDC.** We may terminate your use of RDC at any time upon notice. In the event of termination of RDC, you will remain liable for all transactions performed on any Account.
- r. **Periodic Statement.** Any deposits made through RDC will be reflected on the periodic statement of the Account. You understand and agree that you are required to notify us of any error relating to images transmitted using RDC within 30 days after the statement that includes any transaction you allege is erroneous is received by or made available to you. You are responsible for any errors that you fail to bring to our attention within such time period.
- s. **Deposit Limits.** The Credit Union may impose limits on the amounts and/or number of deposits you transmit using RDC and to modify such limits from time to time in its sole discretion. As of the date of this Agreement, there is no limit on the number of items transmitted for deposit on a daily basis, but the amount of deposits made using RDC on any business day is limited to \$10,000.00.
- t. **Prohibited Deposits.** You understand and agree that you are not permitted to deposit the following items using RDC:
 1. Any item drawn on the Account or the account of any authorized signer on the Account.
 2. Any item that is stamped "non-negotiable" with a watermark or otherwise.
 3. Any item that contains evidence of alteration to the information on the check.
 4. Any item issued by a financial institution in a foreign country.
 5. Any item that is incomplete.
 6. Any item that is "stale dated" or "post dated."
 7. Any third-party check, i.e., any item that is made payable to another party and then endorsed to you by such party.
 8. Any item that is payable to a person who is not a party to/joint owner of the Account.
- u. **Confidentiality.** You acknowledge and agree that confidential data relating to RDC, Technology, marketing, strategies, business operations and business systems of the Credit Union (collectively, "Confidential Information") may come into your possession in connection with your use of RDC. You understand and agree that you are prohibited from disclosing and will maintain the confidentiality of the Confidential Information.
- v. **Your Liability.** Use of RDC constitutes your understanding and agreement that you are liable for any expenses the Credit Union incurs in attempting to obtain final payment for any item. This includes but is not limited to recovery of the amount credited in the event of non-payment, collection costs and attorney's fees as applicable, as well as any and all costs associated with our enforcement of this provision. This provision is for the benefit of the Credit Union and its successors and assigns. Use of RDC by any individual other than you or an authorized signatory on the Account constitutes certification to us that such individuals are authorized by you to perform such tasks on your behalf.

12. Online Bill Pay Service—The Bill Pay service is part of Digital Banking and is subject to this Agreement in addition to any other applicable agreement. It allows members to schedule bill payments through the internet. Bill Pay is offered through a third-party service provider, and you must enroll separately for access. Additional terms and conditions govern Bill Pay.

Fees may be assessed for use of Bill Pay, as stated in the Online Bill Payment Agreement and Disclosures. You may terminate Bill Pay at any time by following the instructions provided by the third-party service provider.

If you wish to stop any bill payment requests, you must follow the third-party service provider's terms and conditions.

If you need assistance with Bill Pay, you may contact us at 888-806-6920 or Bill Pay's Member Support at 866-224-7572.

13. Transfers—You may make one-time or recurring transfers to or from your accounts 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. Online transactions may be made at any time, 7 days a week, unless the Service is unavailable.

When you schedule a payment or transfer, you authorize us to withdraw the funds from your account. If you have more than one account, you will be asked to designate the account from which the withdrawal should be made. You will instruct us to make a withdrawal only when a sufficient balance is or will be available in your account at the time of the withdrawal. If you do not have a sufficient balance, including available credit under any overdraft protection plan, you agree that we may, in our sole discretion, either complete the transfer or payment – creating an overdraft – or refuse to complete your transfer or payment. In both cases, we reserve the right to impose an overdraft fee.

We will provide you with confirmation that the payment or transfer has been scheduled. You may also verify that a payment or transfer has been made by logging into the Service on the Business Day following the payment or transfer.

14. Cancelling Transfers and Payments—To cancel transfers or payments, you must log onto the Service and follow the prompts provided. You can cancel a scheduled transfer through the Service up to the day prior to the date you scheduled it for processing.

You may also cancel any of your transfers or payments by calling us at 888-806-6920. We must receive notice at least 3 business days prior to the scheduled transfer date. If you call, we may also require that you put the request in writing and get it to us within 14 days of phoning us.

15. **Cancellation/Termination of the Service**—We may revoke your Credentials at any time in our sole discretion. We may cancel your access to the Service 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 by you will be effective as of the date we receive the notice, at which time your access to the Service will be terminated. Any cancellation or termination will not affect any of your existing liability to us. It is your responsibility to either cancel any scheduled transfers prior to notifying us that you are discontinuing the Service or notify us of any scheduled transfers that you would like us to cancel. We also recommend that you cancel any optional alerts you have set up prior to cancelling the Service.
16. **Modifications to This Agreement**—We may amend or modify this Agreement at any time. For example, we may add, remove or change terms or services. We will notify you of such changes by mail, by electronic message or by posting on our website to the extent required by applicable law. If you access or use the Service after the effective date of a change, you will be deemed to have accepted the change.
17. **Your Responsibilities**—It is your responsibility to keep your Credentials confidential. We will not be liable, nor will we reimburse you, for any losses that arise from use by others of your Credentials if you permit any other person to use your Credentials to access the Service, and you are responsible for any resulting transactions even if the person exceeded the authority provided by you when you permitted the use.
18. **Limits on Our and Other Providers' Responsibilities**—We will make reasonable efforts to ensure the satisfactory performance of the Service. We are responsible for acting only on those instructions that are actually received and will not be responsible for malfunctions not under our control that may affect the accuracy or timeliness of messages or instructions you send. We are not responsible for losses or delays in transmission of instructions arising out of the use of any Internet service providers, your connection to the Internet, or any browser software. In no case will the Credit Union be liable for any special, indirect, incidental or consequential damages.

The Credit Union disclaims any and all liability relating to improper use of the Service. We are not responsible for any damage that may occur to your Device from the use of the Service or the data transmitted through the account access link.

THE CREDIT UNION DOES NOT MAKE ANY, AND EXPRESSLY DISCLAIMS ANY, WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, WITHOUT BREACHES OF SECURITY OR WITHOUT DELAYS. IN THOSE STATES THAT DON'T ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE LIABILITY OF THE CREDIT UNION IS LIMITED TO THE FULL EXTENT PERMITTED BY LAW.

19. **Links Provided**—Hyperlinks may be provided from time to time in the Service. A hyperlink is any highlighted or underlined word or phrase on a page that allows you to click through to another page on the Internet. A hyperlink may allow you to click through to a third-party website over which we have no control. We disclaim any responsibility for the content, products or services provided at linked third party websites. We are not responsible for any failure of the products or services advertised on third party sites. Third parties may have privacy policies that differ from our privacy policy. We recommend you review privacy policies on any linked third-party websites to determine whether their privacy policies are acceptable to you. Linked third party websites could provide less security than the Credit Union's website.
20. **Smart/Mobile Phone Users**—Your phone service provider is not the provider of the Service. Users of the Service will receive text messages relating to their use of the Service and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your phone service provider may apply, and you are responsible for any such charges. In the event your enrolled Device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such Device. You understand that there are risks associated with using any Device, and that in the event of theft or loss, your confidential information could be compromised.
21. **Sub Users**—Certain accounts include the ability to authorize you to delegate access to the Service via creation and management of additional users ("Sub Users"). With this authorization, you will have the ability to add, remove and manage Sub Users of the Service. All transactions performed by Sub Users, even transactions you did not intend or want performed, are authorized transactions. The Credit Union reserves the right to disable or remove Sub Users.
22. **Security Procedures**—Your use of the Service signifies your agreement that our security procedures are commercially reasonable. You also understand and agree that security procedures, even when properly implemented by us and you, don't provide a guarantee against unauthorized online access to information or unauthorized transactions. You agree to accept the risks in connection with the establishment and/or use of the Service. You also understand and agree that any persons listed as authorized signers on a business account will have equal access to the accounts online, and we may act on the verbal, written or electronic instructions of any authorized signer on those accounts. All transactions that person performs, even transactions

you did not intend or want performed, will be considered authorized transactions. If you no longer wish for a person to be an authorized signer on an account, you must follow our procedures to remove the person from the account, and you will need to change the Credentials for the Service at that time.

23. Privacy—Your personal information is managed in accordance with our privacy policy and privacy notice, which are available upon request and which are made a part hereof and incorporated herein by reference. In addition, the following services are utilized to help promote security and convenience:

- Third-party cookies are utilized to provide returning users the ability to sign in without layered authentication.
- Our mobile application may require access to your contacts in order to facilitate certain features within the application, including, but not necessarily limited to, Bill Pay.

24. ELECTRONIC FUND TRANSFERS/REG E DISCLOSURES—These Disclosures apply only to consumer accounts and not to business accounts. They supplement and are in addition to the Reg E Disclosures provided to you when you opened your consumer account(s) with us.

Consumer Liability for Unauthorized Electronic Banking Transactions—Tell us at ONCE if you believe your Credentials have been compromised or if you believe a transfer has been made without your permission. Phoning 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 2 business days, you can lose no more than \$50.00 if someone accessed your account without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Credentials or other possible unauthorized access and we can prove that we could have stopped someone from using your Credentials without your permission or other unauthorized access if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed or made available 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 may extend the time periods.

Contact in the Event of Unauthorized Access—If you believe that your Credentials have been compromised, or that someone has transferred or may transfer money from your account without your permission, call us at 888-806-6920 or write to us at PO Box 233, Dexter, Maine 04930.

Our Liability—The following applies to electronic funds transfers by **consumers only**. 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 Service was not working properly and you knew it was not working properly when you started the Online transaction.
- If circumstances beyond our control, (such as telecommunication outages or interruptions, fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If you do not give proper, complete or correct transfer instructions, or you do not follow the procedures in this or any other agreements with us.
- If your Credentials have been reported lost or stolen, or we have canceled your access to the Service.
- If we have reason to believe that you or someone else is using the Service for fraudulent or illegal purposes.
- There may be other exceptions stated in our account agreement(s) with you.

Business Days—For purposes of these Disclosures, our business days are Monday through Friday. Federal Holidays are not included.

Transfer Types and Limitations—By enrolling in the Service, your accounts at the Credit Union will be accessible through the Service. You may use your Credentials with the Service to transfer funds between your eligible accounts at the Credit Union on either a one-time or recurring basis and view current balance and transaction information for your accounts. You can also send us email messages or secure messages via the Service regarding your accounts, and download account information for use with other systems such as Quicken or QuickBooks. You may make withdrawals from Share, Club, Draft, and Line of Credit accounts. You may make deposits/payments to Share, Club, Draft, Line of Credit, and Loan accounts. You will have access to eStatements and eAlerts, and you may order checks, retrieve copies of checks drawn on your account, and apply for a loan or open additional accounts through the Service. You may also apply for other services that we offer, including but not limited to Bill Pay. These requests for new services can only be processed during our business days listed in the “Business Days” section above. We reserve the right to deny you these requested services, with or without notice or cause. We may add or remove features or modules related to the Service from time to time at the Credit Union’s sole discretion. The use of certain features or modules related to the Service, including new services, may incur fees or other charges.

Fees—Members are not assessed any fees for the use of the Service. However, online transactions involving your accounts via

the Service 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). See our Fee Schedule for fee information. Additional fees may be assessed for features added to the Service.

Confidentiality—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; (4) if you give us your permission; (5) on a closed account, if we believe you have mishandled it.

Documentation—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—Call us at 888-806-6920 or write to us at PO Box 233, Dexter, Maine 04930 as soon as you can, if you think your statement is wrong, or if you need more information about a transaction listed on your statement. We must hear from you no later than 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. The date and dollar amount of the suspected error.
3. Describe the error or transaction you are unsure about, and a clear explanation of why you believe it is an error, or why you need more information.

If you tell us orally, we may require that you send your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 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 45 days to investigate your complaint or question. In this case, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive it within 10 business days, we reserve the right to not credit your account.

For errors pertaining to point-of-sale transactions or international transactions (as applicable), the periods referred to above are 10 business days and 90 days instead of 10 business days and 45 days, respectively.

For errors involving transactions occurring within 30 days after the first deposit to a new account, as defined by applicable law, the periods referred to above are 20 business days and 90 days instead of 10 business days and 45 days, respectively.

For errors involving Visa Debit Card transactions (as applicable), the periods referred to above are 5 business days and 45 days instead of 10 business days and 45 days, and 5 business days and 90 days instead of 10 business days and 90 days, respectively.

We will tell you the results within three business days after completing our investigation. If we determine that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If there is no error, we will debit your account for the amount of the provisional credit and send you a notice notifying you that this was done. For five business days after this notification, we will honor checks, drafts or similar instruments payable to third parties and preauthorized transfers from your account (without a charge to your account as a result of an overdraft). However, the Credit Union will honor such items only if they would have been paid if the provisionally credited funds had not been debited.