

## Membership Agreement and Disclosures (revised 08/2021)

“You”, “your” and “yours” shall mean the member who owns the account at the credit union, as well as any other owner of the account. “We,” “us,” “our,” “the” and “Credit Union” shall mean the New Dimensions Federal Credit Union located at:

94 Silver Street, Waterville, ME 04901 (207) 872-2771

72 Cony Street, Augusta, ME 04330 (207) 430-0779

245 Madison Avenue, Skowhegan, ME 04976 (207) 474-2254

316 Benton Avenue, Winslow, ME 04901 (207) 872-7909

The “Agreement” shall mean this Membership Agreement and Disclosures. The Credit Union is unique in the financial world. It is a co-op, owned by you and your fellow members and operated in your common interest. We are a non-profit and exist only to serve you, not to make money. As a credit union member, you own, operate and control the credit union through your Board of Directors. You are entitled to elect and be elected to the volunteer Board of Directors, comprised of your fellow members and manages the Credit Union 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 determines Credit Union policy such as that set forth in this Agreement. In addition, the Credit Union 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 the Credit Union. By signing your membership application and agreement you accept and agree to be bound by the provisions as set forth in this Agreement, the rate and fee disclosures applicable to your account(s) with the Credit Union, our 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 the Credit Union. There may be different or more specific terms and conditions which apply to certain accounts. Those different or specific terms are contained in other documents evidencing the account. We reserve the right to change all terms and conditions of any of them. To the extent that those documents contain different terms from, or terms that are not included in, this Agreement, the terms in those documents supersede the terms contained in this Agreement.

By signing your Membership Application, you represent that you have read this Agreement and understand its terms and conditions, and you agree to the terms and conditions in the Agreement.

**Assignment:** You may not assign this Agreement or your Membership to another party.

**Severability:** If one or more provision(s) of this Agreement is or are held to be invalid, illegal or unenforceable under applicable law, the offending portions of such provisions, or such provisions in their entirety, to the extent necessary, shall be severed from this Agreement, and the balance of this Agreement shall be enforceable in accordance with its terms.

### **You agree that the Credit Union:**

- May image documents related to your account and you will accept them as binding on you and the Credit Union.
- May take your picture for identifying you when opening your account or at any time afterwards.

- Has the right to submit documents you provide for legal review and you agree to be billed for any associated legal fees.
- May provide disclosures by e-mail or other electronic methods and those disclosures will be available for review and download from our website.
- May communicate with you by telephone (home, work, or cell), email, home banking and mobile banking messages, and any other available devices that do not compromise your financial privacy.
- May provide documents to be signed electronically through DocuSign, or other vendors, providing a secure, encrypted platform for sharing documents and obtaining signatures for account opening, loans, wire transfers, address changes, additional service applications, etc.
- May require a police report when you notify us of fraud or fraudulent transactions on your account.
- Will not be liable for misuse caused by your negligence in failure to secure your debit card, remote access devices, access codes/PIN, paper checks/share drafts, improperly endorsed checks, incomplete checks or money orders, or other behaviors that could result in access to your account.
- May freeze your account during any investigation of suspected fraud
- Will restrict access to your account upon your death. If there is no joint owner or beneficiary to distribute funds to, a representative should be appointed by the Probate Court and assets transferred to an estate account. An Affidavit for Collection of Personal Property in Small Estates under 18-A M.R.S.A. 3-1201 may be used for estates under \$40,000.
- May charge fees (see Rate and Fee Schedule) to research transactions on your account and/or provide documents requested by you.
- Be provided an EIN for accounts that are not owned by a natural person, such as corporations, organizations, estates, trusts, etc.
- Will add an authorized signer to your account when you allow that person access to your account by use of paper checks/share drafts, your debit card, Online Anytime, Telephone Access and any remote services that we provide. An authorized signer would not be an owner of the account.
- May deny membership services to anyone who has caused a loss while a member or as a party to a transaction involving a member, cannot provide identification and a Social Security Number for their account, cannot provide a physical address for their residence, or is suspected of identity theft through review of documents presented when compared to reports gathered by the Credit Union.
- May restrict your account if you misuse the services provided, such as: issuing nonsufficient funds checks; overdrawing your accounts; failure to pay funds owed for loans, fees or returned checks; harass or abuse Credit Union employees or members; conduct illegal activities on Credit Union premises; or damage the facilities or reputation of the Credit Union.
- May audit your accounts for proper documentation and notify you of any deficiencies. You will provide corrected or missing documents upon request.
- May verify that a trust is still in existence before turning over assets to any trustee.
- May hold funds while determining ownership of a minor's account before releasing to a legal guardian.
- May require your actual signature on account opening documents in addition to the electronic signature captured by our data processing system or third-party vendor.
- Will not be responsible for obtaining more than one signature for transactions when 2 or more signatures are required. This is an internal accounting practice that the account owners will be responsible for enforcing.

**Privileges of Credit Union Membership:** Credit Union membership carries with it many privileges, including check cashing ability; the ability to open accounts other than ordinary share accounts; to make and receive electronic funds transfers and wire transfers; and to obtain loans and lines of credit. However, it is our policy to deny these privileges to

members who cause a loss to us for any reason. Therefore, if you cause a loss to the Credit Union, and thus to your fellow members, you will lose your privileges of credit union membership.

**Account Structure:** Each member must maintain the minimum balance required in a share/savings account to establish membership. Under the share account, other types of accounts, or subaccounts, may be opened. Examples of other types of accounts available are share draft/checking, club accounts (Christmas, Tax, All Purpose), IRA, share certificates, CSAs (tiered rate accounts), and HSA. The share account and subaccounts may each have individual or joint ownership or beneficiaries.

**Account Ownership:** You can structure the ownership of your account(s) in a variety of ways. Rights and obligations relating to the account will depend on the type of ownership of the account.

- **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. Under Maine law, upon your 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 provisions of the Probate Code.
- **Joint Accounts** – Any joint owner has an equal right of access to the funds in a joint account and can withdraw, or pledge as collateral security to a loan or loans, all the funds in the account at any time without permission from or notification to the other joint owner(s). At the death of one joint owner, the funds automatically belong to the surviving joint owner(s). Joint owners do not have to be credit union members. To become members, they would open an account in their name. Non-member joint owners are not eligible for credit union services and benefits.
- **Payable on Death Accounts** – Payable on death accounts belong to the person(s) listed as the owner(s) of the account during their lives. On death, the funds automatically belong to the person(s) designated as payable on death beneficiaries.
- **Non-Consumer Organizational Accounts** – Non-consumer accounts may be opened by members and other entities that meet membership qualifications in accordance with the Credit Union's charter and bylaws. If the organization does not qualify for membership, it can be a joint owner on an account of an existing member. The funds in an organizational account are owned by a corporation, trust, partnership, social club, sports team, etc.
- **Maine Uniform Transfers to Minors Act** – The Uniform Transfers to Minors Act is located at 33 M.R.S.A. Section 1001 et. seq. An adult person may make a gift of money to a person who is a minor. A gift made to a minor under the Act is irrevocable and conveys legal title to the minor. Only the custodian of the account has the authority to withdraw the funds for the benefit of the minor. All funds in the account not expended by the custodian must be delivered to the minor upon reaching the age of eighteen years. For a full copy of the Act visit [www.maine.gov](http://www.maine.gov).

**Lien on Shares:** A lien will be impressed on all your Credit Union shares and share dividends in an amount equal to that which you may owe us because of a loan, fees, returned check, or any other charges payable by you to the Credit Union. The lien may be enforced and your funds withdrawn and applied to your debt without further notice to you except as required by law if you default in paying the amount you owe. In addition to any other rights we may have under other agreements with you, we may hold any funds on deposit with us by you after termination of this Agreement for up to 14 calendar days following the expiration of any return or chargeback rights regarding any Remote Item processed by the Credit Union using the Remote Deposit Capture Service or, if later, until any other claims to such funds have expired.

**Account Closing:** Your share/membership account cannot be closed until all amounts you owe us are paid in full and all other accounts and subaccounts that you have with us are closed.

**Endorsements:** All check/share draft endorsements must be made in the first one and one-half inches of the trailing edge of the back of the check/share draft. The trailing edge is opposite the left side of the face of the check. You will be responsible for any costs incurred because of delays in returning checks or share drafts deposited into your account that do not comply with these endorsement standards. Checks endorsed for Remote Deposit Capture must contain the added restricted endorsement of **For Mobile Deposit Only**. See Mobile Banking User Agreement and Disclosure for more information.

**Share Insurance:** Funds in your accounts at the Credit Union are insured to a least \$250,000 by the National Credit Union Administration (NCUA), an agency of the United States Government. Certain retirement accounts, such as IRAs and Keoghs, are insured separately up to \$250,000. Copies of the NCUA brochure, Your Insured Funds, are available upon request.

**Governing Law:** The rights, duties, obligations and liabilities of you and the Credit Union regarding 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, the Credit Union charter and bylaws, or your specific account documentation. Any lawsuit brought to enforce any provision of this Agreement shall only be brought in a state court in Kennebec County, Maine, or the nearest federal court to said County.

**Substitute Checks:** You acknowledge and agree that we may refuse to pay any check, including a substitute check (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 because of any check drawn on your account or for which you receive payment.

**Business Days:** Our business days are Monday through Friday, excluding state and federal holidays. Branches open from 9:00 am to 5:00 pm. Drive up service is available from 8:00 am to close on all business days.

**Agreement Modification:** This 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 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. Notice of Change may be in the form of a separate mailing, a Newsletter Announcement or a Statement Message.

**Fair and Accurate Credit Transaction Notice:** We may report information about your account to the credit bureaus. Late or missed payments or other defaults may be reflected in your credit report.

You promise that the information stated in your Membership Application is true and correct to the best of your knowledge. You authorize the Credit Union to obtain credit reports when you apply for any new product or service. The Credit Union may also obtain credit reports to update or renew any product or service received by you. False or misleading statements in your applications may cause any product or service to be in default. You agree that applications shall be the Credit Union's property whether they are approved or not. If you request, you will be provided the name and address of any credit bureau from which we receive a credit report.

## **Important Information about Procedures for Opening a New Account**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

**What this means for you:** When you open an account, we ask for your name, address, date of birth, and other information that allows us to identify you. We may also ask to see your driver's license or other identifying documents.

**Important Tax Information:** You are required by law to provide us with your correct taxpayer identification number. If you are an individual, this number is your Social Security number. If you have not provided your correct identification number, you may be subject to a \$50 penalty imposed by the Internal Revenue Service. In addition, interest, dividends and other payments that we make to you may be subject to backup withholding.

If backup withholding applies, we are required to withhold a percentage (currently 28 percent) of your interest, dividends and other payments made to you. Backup withholding is not an additional tax. If withholding results in an overpayment of taxes, a refund may be obtained.

## **Error Resolution: This Section Applies to Consumer Accounts, Cardholder Transactions, Telephone Access, Online Anytime (including Mobile Banking), Remote Deposit Capture, Bill Pay, and Electronic Funds Transfer Agreements (EFT)**

**Notification Procedure - Call (800) 326-6190, or write to New Dimensions Federal Credit Union, 94 Silver Street, Waterville, ME 04901.**

### **Electronic and Remote Access - Tell us at once:**

- If you believe your card, PIN, Access code, or other information which could provide electronic access to your account has been lost or stolen,
- If you believe someone has used your card or PIN or accessed your account without permission
- If you believe someone has transferred or may transfer money from your account without permission
- If you believe that an electronic funds transfer has been made using information from your check without permission.

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 you tell us within two (2) business days after you learn of the loss or theft of your card, PIN, or Access code, you can lose no more than \$50 if someone used your card, PIN or Access code without your permission.
- If you do not tell us within two (2) business days, and we can prove we could have stopped someone from using your card, PIN or Access code without your permission if you had told us, you could lose as much as \$500.
- **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.**

### **Statement or Receipt Errors - Telephone or write to us, as soon as you can:**

- If you think your statement or receipt is wrong
- If you need more information about a transaction listed on your 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, thirty (30) days for Remote Deposit Capture (RDC) errors.
- Review your statement for transfers that you did not make, including those made by card, PIN or other means.
- 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 after the 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 a hospital stay) kept you from telling us, we will extend the time periods.

**Provide the following information:**

- Your name and account number
- Describe the error or the transaction you are unsure of and a clear explanation of why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

**Resolution Process:**

- 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, 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, or for Visa Debit Card purchases, five (5) 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.
- 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.

**Complaint Resolution Procedure:** If you have a dispute with the Credit Union regarding your account(s), you may contact us and attempt to resolve the problem directly. If we fail to resolve the problem, communicate the problem and the resolution you are seeking to:

**Consumer Outreach Program, Maine Bureau of Financial Institutions,  
36 State House Station, Augusta, Maine, 04333-0036**

To file a complaint electronically, you may contact the Maine Bureau of Financial Institutions at the following Internet address: <http://www.maine.gov/pfr/financialinstitutions/complaint.htm>

The Maine Bureau of Financial Institutions will acknowledge receipt of your complaint promptly and investigate your claim. You will be informed of the results of the investigation. When your complaint involves a federally-chartered credit union, the Maine Bureau of Financial Institutions will refer it to the appropriate federal supervisory agency and inform you to whom it has been referred.

**Share Draft Agreement with Limited Overdraft Transfer Clause**

You agree that:

- a) By signing the appropriate account documentation as provided by the Credit Union, you authorize us to establish a special share account for you to be known as a "share draft" or checking account. You authorize us to pay share drafts or checks, signed by you or any other joint owner of the account and to charge the payments against the share draft account.
- b) The Credit Union is under no obligation to pay a share draft which exceeds the balance in the share draft account; we may pay such a share draft and charge the amount of resulting overdraft plus a service charge

- against any other share account from which the person who signed the share draft is entitled to withdraw shares; we are under no obligation to pay a share draft on which the date is more than six months old
- c) Transactions may not be processed in the order in which they occur. The order in which transactions are received and processed may impact the total amount of fees incurred by the member.
  - d) Except for our negligence, the Credit Union is not liable for any action it takes regarding the payment of non-payment of a share draft.
  - e) Notwithstanding Paragraph (d) above, we are not liable for any loss incurred or damage sustained due to the premature payment of a post-dated share draft.
  - f) Any objection respecting any item shown on a monthly statement of the share draft account shall be waived unless made in writing to us on or before the thirtieth (30) day following the day the statement is mailed.
  - g) All non-cash payments received on shares in the share draft account will be credited subject to final payment.
  - h) The share draft account shall be subject to service charges and fees in accordance with the Rate and Fee Schedule adopted by the Credit Union from time to time and
  - i) The use of the share draft account is subject to such other terms, conditions and requirements that we may establish from time to time
  - j) This agreement is subject to the additional terms and conditions of any joint share account agreement that applies to a share account in the names of the joint owners of this share draft account; or, if there is no such agreement, this agreement is subject to the additional terms and conditions printed below.

**Discretionary Overdraft Privilege:** It is the policy of the Credit Union to comply with all applicable laws and regulations and to conduct business in accordance with applicable safety and soundness standards.

The Share Draft Agreement (and all amendments thereto) and its terms shall control any possible conflict, if any, between any provision of this Discretionary Overdraft Privilege Disclosure and the Membership Agreement and Disclosures.

The Overdraft Privilege is not a line of credit. However, if you inadvertently overdraw your account, we will have the discretion to pay the overdraft, subject to the limit of your existing Overdraft Privilege limit and the amount of the overdraft fee. The Credit Union is not obligated to pay any item presented for payment if your account does not contain sufficient available funds. Any discretionary payment by the Credit Union of an overdraft check (or item, such as an ATM withdrawal) does not obligate us to pay any other overdraft check (or item), or to provide prior notice of its decision to refuse to pay such check (or item).

Pursuant to our commitment to always provide you with the best level of service, now and in the future, if you maintain your account in good standing, including at least:

- A) Bringing your account to a positive balance within every thirty-five (35) day period for a minimum period of 1 business day;
- B) Not being in default on any loan or other obligation to the Credit Union and
- C) Not being subject to any legal or administrative order or levy,

We will have the discretion to pay overdrafts within the Overdraft Privilege limits, but payment by the Credit Union is a discretionary courtesy and not a right of the member or an obligation of the Credit Union. An Overdraft Privilege limit of \$500.00 will be given at account opening to eligible account owners. Of course, all fees and charges, including without limitation, the non-sufficient funds fees (as set forth in our fee schedule), will be included as part of this maximum amount. It may be possible that your account will become overdrawn more than the Overdraft Privilege amount because of the assessment of a fee.

The total of the discretionary Overdraft Privilege (negative) balance, which includes all fees and charges, including all non-sufficient funds/overdraft fees, are due and payable upon demand, and each Account Owner and Authorized Signatory will continue to be liable, jointly and severally, for all such amounts, as described in the Membership Agreement and Disclosures. Our standard Overdraft fee will be imposed for overdrafts created by checks, ACH, ATM withdrawals, everyday debit card transactions, in-person withdrawals, or by other electronic means.

While we will have the discretion to pay overdrafts on accounts in good standing (as described above), any such payment is a discretionary courtesy, and not a right of the member or an obligation of the Credit Union and in our sole and absolute discretion, can cease paying overdrafts at any time without prior notice of reason or cause. If you do not maintain your account in good standing, the Overdraft Privilege limit will be reduced to \$100 or removed.

For our consumer members, we will not pay overdrafts for ATM or everyday debit card transactions unless we have provided you with the notice required by §1005.17(b) of Regulation E and you have opted in to the payment of these overdrafts.

Both consumer and commercial members may discontinue having Overdraft Privilege cover future transactions at any time by contacting one of our Member Services Representatives.

## **Kasasa Rewards Account Options**

Kasasa Cash is a trademark of Kasasa, Ltd., registered in the U.S.A.

**Kasasa Cash®:** This disclosure contains the rules that govern your Kasasa Cash account. Please refer to this AND the Truth in Savings and Rate and Fee Schedule to ensure you have all the information that is associated with your account.

**Account Overview:** Kasasa Cash® is a free, variable, blended rate share draft/checking account with no minimum balance that rewards accountholders with dividends and nationwide ATM fee refunds when they meet minimum qualifications during the account's Monthly Qualification Cycles. Monthly Qualification Cycle means a period beginning one (1) Business Day prior to the first day of the current Statement Cycle through one (1) Business Day prior to the close of the current Statement Cycle.

**Purpose and Expected Use of Account:** This Kasasa Cash account is intended to be the accountholder's primary checking account in which payroll transactions and day-to-day spending activities including but not limited to grocery, gasoline, apparel, shopping, dining, sporting and entertainment transactions are posted and settled.

Commensurate with the spending activities identified above, we expect the account's debit card to be used frequently throughout each month and for transaction amounts to reflect a wide dollar range. Small debit card transactions conducted on the same day at a single merchant and/or multiple transactions made during a condensed time-period particularly near the end of a Monthly Qualification Cycle *are not* considered normal, day-to-day spending behavior. These types of transactions appear to be conducted with the sole purpose of qualifying for the account's rewards and thus will be deemed inappropriate transactions and will not count toward earning the account's rewards.

New Dimensions Federal Credit Union (NDFCU) reserves the right to determine if the account is being maintained for a purpose other than day-to-day, primary use. Accountholders who persist in making debit card transactions in a calculated and limited fashion to meet their monthly qualifications may have their accounts converted to a different type of share draft account or closed altogether.

We have the right to close this account at any time, with proper notice. Our decision to close the account will not affect your existing obligations to us including any obligation to pay fees or charges incurred prior to termination. No deposits will be accepted and no checks will be paid after the account is closed. If the account is closed, you will forfeit any rewards that have not been credited to your account. The remaining balance, if applicable, will be transferred to your Primary Share account. Upon termination of your Kasasa Cash account, any optional add-on products or services associated with this account will also be terminated at the same time.

**Qualifications:** To earn your rewards just do the following transactions and activities in your Kasasa Cash account during each Monthly Qualification Cycle:

- Have at least one (1) ACH credit or debit transaction post and settle
- Have at least twelve (12) debit card purchases, each equal to or greater than \$2.00 post and settle
- Be enrolled in and agree to receive e-Statements



For clarity, to count as a qualifying transaction for earning the account rewards, debit card purchases must be equal to or greater than \$2.00. Transactions and activities may take one (1) or more Business Days from the date the transaction or activity occurred to post and settle to the account.

The following activities do not count toward earning account rewards:

- ATM-processed transactions,
- Transfers between accounts,
- Debit card purchases less than \$2.00,
- Debit card purchases processed by merchants and received by our credit union as ATM transactions,
- Transactions, non-retail payment transactions and purchases made with debit cards not issued by our credit union.
- Transactions bundled together by merchants and received by our institution as a single transaction count as a single transaction for earning account rewards.

**Rewards:** When Kasasa Cash qualifications are met during a Monthly Qualification Cycle, (a) the dividend rate for Tier 1 will be paid on the portion of your average daily balance that is less than or equal to \$15,000. The dividend rate for Tier 2 will be paid on the portion of your average daily balance that is greater than \$15,000, as well as

(b) reimbursements up to an aggregate total of \$20.00 (max. \$5.00 per single transaction) for nationwide ATM withdrawal fees imposed by other financial institutions and incurred during the Monthly Qualification Cycle in which you qualified. An ATM receipt must be presented for reimbursements of individual ATM withdrawal fees of \$5.01 or higher. We reimburse ATM withdrawal fees based on estimates when the withdrawal information we receive does not identify the ATM fee. If you have not received an appropriate reimbursement, we will adjust the reimbursement amount if we receive the transaction receipt within sixty (60) calendar days of the withdrawal transaction.

When your Kasasa Cash account qualifications are not met, the dividend rate paid on all balances in your Kasasa Cash account will be the Base Rate and ATM fees are not refunded.

Dividends and ATM fee reimbursements will be credited to the account on the last day of the current Statement Cycle

Rates and rewards are variable and at our discretion may change after account is opened without notice to you. Fees may reduce earnings. No minimum balance is required to earn or to receive the account's rewards. Rewards less than a penny cannot be distributed.

**Additional Information:** No minimum deposit is required to open the account. This account is not to be used for commercial purposes and there is a limit of one (1) account per social security number. Accountholders must be 18 years of age or older. There are no fees to open or close this account. There are no recurring monthly service charges associated with this account. See accompanying Rate and Fee Schedule for fees that may apply to this account. Enrollment in electronic statements is required to meet some of this account's qualifications. Contact a NDFCU service representative for additional information, details and enrollment instructions.

**Kasasa Cash Back®:** This disclosure contains the rules that govern your Kasasa Cash Back account. Please refer to this AND the Truth in Savings and Rate and Fee Schedule to ensure you have all the information that is associated with your account.

**Account Overview:** Kasasa Cash Back® is a free, variable rewards share draft/checking account with no minimum balance that rewards accountholders with cash back on their debit card purchases and nationwide ATM fee refunds when they meet minimum qualifications during the account's Monthly Qualification Cycle. Monthly Qualification Cycle means a period beginning one (1) Business Day prior to the first day of the current Statement Cycle through one (1) Business Day prior to the close of the current Statement Cycle.

**Purpose & Use Expectations:** The Kasasa Cash Back account is intended to be the accountholder's primary share draft account in which payroll transactions and day-to-day spending activities including but not limited to grocery, gasoline, apparel, shopping, dining, sporting, and entertainment transactions are posted and settled.

Commensurate with the spending activities identified above, we expect the account's debit card to be used frequently throughout each month and for transaction amounts to reflect a wide dollar range. Small debit card transactions conducted on the same day at a single merchant and/or multiple transactions made during a condensed period particularly near the end of a Monthly Qualification Cycle *are not* considered normal, day-to-day spending behavior. These types of transactions appear to be conducted with the sole purpose of qualifying for the account's rewards and thus will be deemed inappropriate transactions and will not count toward earning the account's rewards.

New Dimensions Federal Credit Union (NDFCU) reserves the right to determine if the account is being maintained for a purpose other than day-to-day, primary use. Accountholders who persist in making debit card transactions in a calculated and limited fashion to meet their monthly qualifications may have their accounts converted to a different type of share draft account or closed altogether.

We have the right to close this account at any time, with proper notice. Our decision to close the account will not affect your existing obligations to us including any obligation to pay fees or charges incurred prior to termination. No deposits will be accepted and no checks will be paid after the account is closed. If the account is closed, you will forfeit any rewards that have not been credited to your account. The remaining balance, if applicable, will be transferred to your Primary Share account. Upon termination of your Kasasa Cash Back account, any optional add-on products or services associated with this account will also be terminated at the same time.

**Qualifications:** To earn your rewards just do the following transactions and activities in your Kasasa Cash Back account during each Monthly Qualification Cycle:

- Have at least one (1) ACH debit or credit transaction post and settle
- Have at least twelve (12) debit card purchases, each equal to or greater than \$2.00 post and settle
- Be enrolled in and agree to receive e-Statements

For clarity, to count as a qualifying transaction for earning the account's rewards, debit card purchases must be equal to or greater than \$2.00. Transactions and activities may take one (1) or more Business Days from the date the transaction or activity occurred to post and settle to the account.

The following activities do not count toward earning account rewards:

- ATM-processed transactions,
- Transfers between accounts,
- Debit card purchases less than \$2.00,
- Debit card purchases processed by merchants and received by our credit union as ATM transactions,
- Transactions, non-retail payment transactions and purchases made with debit cards not issued by our credit union.
- Transactions bundled together by merchants and received by our institution as a single transaction count as a single transaction for earning account rewards.

**Rewards:** When Kasasa Cash Back qualifications are met during a Monthly Qualification Cycle, you will receive (a) 2.00% cash back on up to a total of \$300.00 of debit card purchases that post and settle to the account during that cycle period up to a maximum cash back earned of \$6.00 per Monthly Qualification Cycle, as well as;

(b) reimbursements up to an aggregate total of \$20.00 (max. \$5.00 per single transaction) for nationwide ATM withdrawal fees imposed by other financial institutions and incurred during the Monthly Qualification Cycle in which you qualified. An ATM receipt must be presented for reimbursements of individual ATM withdrawal fees of \$5.01 or higher. We reimburse ATM withdrawal fees based on estimates when the withdrawal information we receive does not identify

the ATM fee. If you have not received an appropriate reimbursement, we will adjust the reimbursement amount if we receive the transaction receipt within sixty (60) calendar days of the withdrawal transaction.

Cash back payments and ATM refunds will be credited to the account on the last day of the current Statement Cycle. When Kasasa Cash Back qualifications are not met, you will not receive cash back on debit card purchases and ATM fees are not refunded.

Rates and rewards are variable and at our discretion may change after account is opened without notice to you. Fees may reduce earnings. No minimum balance is required to earn or to receive the account's rewards. Rewards less than a penny cannot be distributed.

**Additional Information:** No minimum deposit is required to open the account. This account is not to be used for commercial purposes and there is a limit of one (1) account per social security number. Accountholders must be 18 years of age, or older. There are no fees to open or close this account. There are no recurring monthly service charges associated with this account. See accompanying Rate and Fee Schedule for fees that may apply to this account. Enrollment in electronic statements is required to meet some of this account's qualifications. Contact a NDFCU service representative for additional information, details and enrollment instructions.

**Kasasa Saver When Linked to Either Kasasa Cash or Kasasa Cash Back:** This disclosure contains the rules that govern your Kasasa Saver share account when it is linked to either a Kasasa Cash or Kasasa Cash Back account. Please refer to this AND the corresponding Kasasa Cash or Kasasa Cash Back disclosure AND Truth in Savings and Rate and Fee Schedule to ensure you have all the information that is associated with your accounts.

**Kasasa Saver Account Overview:** Kasasa Saver® is a free, variable, blended rate, account with no minimum balance that rewards accountholders with dividends when they meet the minimum qualifications associated with their linked Kasasa Cash or Kasasa Cash Back share draft/checking account during each Monthly Qualification Cycle.

**Kasasa Saver:** When your linked Kasasa Cash or Kasasa Cash Back account qualifications are met during a Monthly Qualification Cycle the dividend rate for Tier 1 will be paid on the portion of your average daily balance that is less than or equal to \$25,000. The dividend rate for Tier 2 will be paid on the portion of your average daily balance that is greater than \$25,000. If your linked Kasasa Cash or Kasasa Cash Back account qualifications are not met, all balances in your Kasasa Saver account earn the Base Rate.

Dividends will be credited to your Kasasa Saver account on the last day of current Statement Cycle.

**Kasasa Cash When Linked to Kasasa Saver:** When linked to Kasasa Saver, and your Kasasa Cash account qualifications are met during a Monthly Qualification Cycle, the dividend rate for Tier 1 will be paid on the portion of your average daily balance in your Kasasa Cash account that is less than or equal to \$15,000. The dividend rate for Tier 2 will be paid on the portion of your average daily balance in your Kasasa Cash account that is greater than \$15,000. If your Kasasa Cash account qualifications are not met, the dividend rate paid on all balances in your Kasasa Cash account will be the Base Rate and ATM fees are not refunded.

Dividends and ATM fee reimbursements will be credited to your Kasasa Cash account on the last day of current Statement Cycle and are automatically transferred to the linked Kasasa Saver account within one day. \*Interest in Kasasa Cash does not compound because it is automatically transferred to the Kasasa Saver account.

Rates and rewards are variable and at our discretion may change after account is opened without notice to you. Fees may reduce earnings. No minimum balance is required to earn or to receive the account's rewards. Rewards less than a penny cannot be distributed.

**Additional Information Regarding Your Kasasa Saver Account:**

You must have a linked Kasasa Cash or a linked Kasasa Cash Back account to open a Kasasa Saver account, and the Kasasa Cash or Kasasa Cash Back account must remain open throughout the period that you hold the Kasasa Saver account. If you or we close your Kasasa Cash or your Kasasa Cash Back account, your Kasasa Saver account will be closed as well. When linked to Kasasa Saver, cash back payments and ATM fee reimbursements earned within the Kasasa Cash Back account are credited directly to the Kasasa Saver account on the last day of current Statement Cycle.

No transaction limitations apply to this account unless otherwise stated in the Membership Agreement and Disclosures.

No minimum deposit is required to open the Kasasa Saver account and no minimum balance is required to qualify for the account's rewards. This account is not to be used for commercial purposes and there is a limit of one (1) Kasasa Saver account per social security number.

There are no fees to open or close a Kasasa Saver account. There are no recurring monthly service charges associated with this account. See accompanying Rate and Fee Schedule for fees that may apply to this account.

Enrollment in electronic statements is required to meet some of the Kasasa Saver's linked Kasasa Cash or Kasasa Cash Back account qualifications. Contact a NDFCU service representative for additional information, details and enrollment instructions.

**Regulation CC: Funds Availability Disclosure****Important information on deposits, holds and withdrawals - Your Ability to Withdraw Funds at the Credit Union**

**General Policy:** Our policy is to make funds available to you on the same business day as the day we receive your deposit (cash, checks, electronic funds transfers). 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 state and federal holidays. If you make a deposit before 5:00 pm Monday through Friday, we will consider that day to be the date of your deposit. However, if you make a deposit after the hours stated or on a day we are closed for business or in a night depository, or through Remote Deposit Capture after 5:00 pm on a business day, 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 the funds that you deposit by share draft or check available to you on the same business day of your deposit. Depending on the type of share draft or check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$225 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 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 our employee, (such as through an ATM, Remote Deposit Capture, Shared Branch facility or drop box), 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.

**Holds on Other Funds:** If we cash a share draft or 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 share draft or check we cashed would have been available if you had deposited it. If we accept for deposit a share draft or 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 the Credit Union. 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 share draft or check that you deposited.

**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 share drafts or checks totaling more than \$5,525 on any one day
- You re-deposit a share draft or check that has been returned unpaid
- You have overdrawn your account repeatedly in the past six months
- We believe a share draft or check you deposit will not be paid
- There is an emergency such as failure of communications or computer equipment

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

**Deposits at Automated Teller Machines:** Funds from any deposits, whether cash, share drafts or checks, made at automated teller machines (ATMs) will not be available until the second business day after the day of your deposit.

**Special Rules for New Accounts:** If you are a new member, the following special rules will apply during the first 90 days your account is open:

- The first \$5,525 from a deposit of US Treasury checks will be available on the first business day after the day of your deposit. The excess over \$5,525 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 \$5,525 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 \$5,525 will be available on the seventh business day after the day of your deposit. If you do not make the deposit in person to a Credit Union employee, the first \$5,52 will not be available until the second business day after the day of your deposit.
- Funds from deposits of share drafts drawn on this Credit Union will be available on the same business day as the day of your deposit.
- Funds from all other share draft or check deposits will be available not later than the seventh business day after the day of your deposit.

**Foreign Checks:** Checks drawn on financial institutions located outside the US (foreign checks) cannot be processed the same as checks drawn on US financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn. The final settlement amount of the check may be affected by currency exchange rates. Any difference will be deposited or withdrawn from your account.

## Digital Access for Accounts

The following features and services are provided to allow access to your accounts outside of our regular business hours and from remote locations:

- ACH, Direct Deposit, Electronic Funds Transfers
- Bill Pay
- CU24 Visa Debit Card
- CUe-Statement
- Online Anytime (including Mobile Banking)
- Remote Deposit Capture
- Shared Branching
- Telephone Access

**Enrollment:** Self-enrollment in digital services is provided through the credit union website and mobile app.

By enrolling in **Online Anytime banking**, I accept and agree to abide by the terms and conditions of the Online Banking Agreement and Disclosure as modified from time to time by the Credit Union; and I will provide a copy of that Agreement to each of the Joint Owners referenced above.

If enrolling in **Electronic Bill Payment (EBP)**, I accept and agree to abide by the terms of the Bill Pay Agreement and Disclosure as modified from time to time by the Credit Union; and I will provide a copy of that Agreement to each of the Joint Owners referenced above. I authorize the Credit Union to post EBP transactions to the account indicated on the electronic enrollment form. If, at any time, I decide to discontinue the service, I will provide written notification to NDFCU. My use of EBP signifies that I have read and accepted all the terms and conditions of EBP service. I understand that payments take an average of 7 business days to reach the payee, and that payments may be made electronically or by mail. The Credit Union is not liable for any service fees or late charges levied against me. I also understand that I am responsible for any loss or penalty that I may incur due to a lack of sufficient funds, Stop Payment fee, or other conditions that may prevent the withdrawal of the funds from my account. I agree that the credit union may assess an inactivity fee each month if I do not pay a bill with it for three consecutive months.

If enrolling in **CUe-Statement**, I accept and agree to abide by the terms of the CUe-Statement Agreement and Disclosure as modified from time to time by the Credit Union; and I will provide a copy of that Agreement to each of the Joint Owners referenced above. I authorize the Credit Union to discontinue sending me statements via postal mail service. I understand that my electronic statement information will be made available to me via the Internet through a secure user code/password login authentication.

If enrolling in **Mobile Banking**, I accept and agree to abide by the terms and conditions of the Mobile Banking Services Agreement and Disclosure as modified from time to time by the Credit Union; and I will provide a copy of that Agreement to each of the Joint Owners referenced above.

**Personal Identification Number (PIN) and Access Codes:** For the use of CU24 Visa Debit Card, Online Anytime, CUe-Statement, Telephone Access, Bill Pay, or any remote access, a PIN or Access code will be issued to you and will be your "remote banking signature." You are responsible for maintaining its confidentiality. The PIN or Access code should be memorized and not written, to prevent unauthorized use and so you may report its loss or theft accurately.

**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 ATM where you are making the transfer does not have enough cash.
- If the remote access 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 the 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, terminals, Telephone Access system, Internet access, will function properly or be available for use.

## **Electronic Funds Transfer Agreement (EFT)**

This agreement covers EFTs made to or from your account without the use of a card or PIN.

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 subject to this agreement.

**Electronic Check Conversion (ECK):** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

- Pay for purchases
- Pay bills

### **Types of EFTs available to you:**

- Deposit of Employer payroll
- Deposit of Government payments
- Pre-Authorized Debits

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 our Rate and Fee Schedule for current fees.

The business days of the credit union are Monday-Friday. EFTs in most cases will be posted to your account by the open of the normal business day. The following holidays are not business days:

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

### **Summary of your right to receive documentation of EFTs:**

- **Periodic Statement:** You will receive a quarterly account statement on share accounts. You will receive a monthly account statement on share accounts if any EFT or a Supervisory Committee Audit occurs during that month. You will receive a monthly account statement of a share draft account.
- **Notice of Credit:** If you have arranged to have EFT deposits made to your account, you can call us at (207) 872-2771 to find out whether the deposit has been made.

**Summary of 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. Simply call us at (800) 326-6190 or write to us at 94 Silver Street, Waterville, ME 04901 in time for us 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 confirming this action. Forms are available at the Credit Union or may be mailed to you. Your confirmation is required within three (3) business days of your call. You will be charged for each stop payment order given. Refer to the Rate and Fee Schedule for current fees. Stop payments are valid for the lesser of six (6) months for a one (1) time item, when the item has been stopped, or the stop payment order withdrawn. Stop payments for Recurring ACH withdrawals do not expire in six (6) months if the items are still occurring. **If the stop payment has been done over the phone, the stop payment is only in effect for two (2) weeks.** Please come in and sign the ACH Stop Payment form to extend the effective period. **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### **Circumstances under which we will disclose information to third parties about your account or the transfers you make:**

- When necessary for completing transfers
- To verify the existence and condition of your account for a third party, such as a credit bureau or merchant
- To comply with government agency or court orders
- If you give us written permission
- Where permitted under applicable law

## **Cardholder Agreement**

You agree to the rules and regulations affecting the issuance of the CU24 Visa Debit Card provided by us for your convenience.

**Business/Commercial Members Are Prohibited from Engaging in Unlawful Internet Gambling under the Unlawful Internet Gambling Enforcement Act:** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses for participation by others in illegal and unlawful Internet gambling.

**Authorized Use:** Only you are qualified to deposit or withdraw funds to or from your account(s) with the use of the Visa Debit Card at participating merchant or financial institution locations or remote facilities, and 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 PIN for any transaction that is illegal under applicable federal, state or local law. You agree that you will not use or allow anyone else to use your card or PIN for any gambling transaction over the Internet or in person. In addition, you understand that the credit union will decline these transactions if attempted.



**Non-Visa PINless Debit Card Transactions:** We allow non-Visa debit transaction processing. This means you may use your Visa Debit Card on a PIN-Debit Network (a non-Visa network) without using a PIN to authenticate your transactions. (Visa rules generally define a PIN-Debit Network as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.) The non-Visa debit network for which such transactions are allowed is NYCE.

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa Debit Card include signing a receipt, providing a debit card number over the phone or via the Internet or swiping the debit card through a point-of-sale terminal.

Examples of the types of actions to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet or kiosk locations) responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of using a PIN.

Please be advised that the terms and conditions of your agreement with us relating to Visa debit transactions do not apply to non-Visa debit transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

**Types of Transactions Available and Limits on Transactions:** You may use your Visa Debit Card to withdraw from or make deposits to your account, and perform such other financial transaction as we may from time to time permit during the business hours of any remote financial facility. You may also pay for purchases at places that have agreed to accept your card (called Point-of-Sale Purchases (POS)). These POS purchases will be deducted from your account.

**CU24 Visa Debit Card Limitation on Frequency and Amount of Transactions:** For the protection of our members, we have limited the amount of each withdrawal from an account to Five Hundred Dollars (\$500) per day at a remote banking facility or ATM. You may buy up to One Thousand Five Hundred Dollars (\$1,500) worth of goods or services each day in our POS transfer service.

**Delays in Posting Transactions:** Due to the nature of the ATM system, there may be delays between the time of any activity on your account(s) and the time it is reflected on our records of your account(s).

**Charge for Originating Shares and Remote Banking Transaction:** A transaction resulting in a withdrawal from your account using the CU24 Visa Debit Card or your PIN or other information which could provide electronic access to your account is considered the same as any other type of transaction regarding our service charge formulas. The type of account determines if a fee will be assessed. All transaction fees will be deducted from your account. Please contact the Credit Union for current charges.

**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 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.

**Foreign transactions:** Purchases and cash advances made in foreign countries and foreign currencies will be billed to you in US 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 account statement. This fee will be assessed on all international purchases, credit vouchers and cash disbursements.
- Visa charges 1.00% for international transactions that do not involve currency conversions.
- 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 may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date.

**Visa assessed surcharge/access fee for ATM or manual cash disbursement transactions initiated outside of the US region\*:** Visa assesses a cash disbursement fee of U.S. \$1.25 on international ATM transactions where a surcharge fee has not been assessed. Visa assesses a cash disbursement fee of U.S. \$0.50 on international ATM transactions where a surcharge fee has been assessed. \*Except in Visa Europe Region.

**Documentation of Transfer:** You can get a receipt at the time you make any transaction (except inquiries) involving your account using an ATM and/or Visa Debit POS terminal. You will also receive a monthly statement of your account activity.

**Overdrafts:** If any withdrawals with your card create a negative balance in your account, you shall repay to us the amount of such overdraft, including our regular overdraft fee, in the same manner as any other overdraft on your account.

**Cancellation:** Your card and PIN remain our property and immediate surrender of either may be required by us at any time. We may cancel the card, PIN and/or electronic fund transfer privileges at any time without notice or cause. Any cancellation or termination does not affect any of your existing liability to us.

**Joint Accounts:** All parties to joint share or share draft account(s) agree to be jointly and severally bound by this cardholder 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 because of this application. If you request, you will be informed if consumer reports were obtained and 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 PIN may provide access to accounts owned by the primary member. Joint owners may have access to all the primary member's accounts at the Credit Union, including accounts owned singly by the primary member or jointly by the primary member and other persons.

**ACH Funds Transfers: This Section Addresses Non-Consumer Accounts Only:** You may desire to receive an electronic transfer of funds into your account. Such transfers may be transmitted through the Automated Clearing House (ACH) System. Your rights and responsibilities will be governed by Maine law, including Article 4A of the Uniform Commercial Code. Credit given by us with respect to these transfers is provisional until we receive final settlement through a Federal Reserve Bank or otherwise receive payment. If we do not receive payment for a transfer, then we are entitled to a refund from you in the amount credited to you on a provisional basis, and the originator of the transfer will not be considered to have paid the amount of the entry to your account. We are not obligated by the ACH rules to provide you with next day notice any time that we receive a transfer and make an entry to your account and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statement we provide to you.

## Telephone Access Agreement

You agree to the rules and regulations affecting the issuance of the personal identification number (PIN) and Telephone Access service provide by us for your convenience.

**Authorized Use:** Only you are qualified to withdraw funds from your account(s) with the use of your PIN.

**Types of Transactions Available:** You may use the Telephone Access service to make withdrawals from your accounts (share, club, share draft), to transfer between your accounts and to transfer payments to your loans, to inquire about your balances (share accounts, share certificates, loans), transaction activity, dividends, and loan payoffs. If a withdrawal is requested, a check in the amount of the withdrawal will be mailed to the same address that we mail your statements. You may use Telephone Access to transfer funds from your account to any other account on which you are an owner or joint owner.

**Delays in Posting Transactions:** Due to the nature of the Telephone Access system, there may 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).

**Documentation of Transfer:** Each month you will receive a statement of your account activity. You will receive a confirmation number of a Telephone Access transaction.

**Cancellation:** Your PIN remains our property. We may cancel your Telephone Access privileges at any time without notice or cause. Any cancellation or termination shall not affect any of your existing liability to us.

## Online Anytime Agreement and Disclosure

You agree to the rules and regulations affecting the use of the access code and Online Anytime service provided by us for your convenience.

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

**Access Devices:** You may access your accounts through any internet capable device. The Online Anytime Agreement will apply to all access points.

For cell phone access, you will need an Internet browser enabled cell phone or smart phone. You will be responsible for data charges on your device (please check with your mobile provider).

**We do not support any cell phone or other access device:** We are not responsible for any error or failures from any malfunction on your device, the browser, software, or any virus-related problems that may be associated with the use of an online system. You are responsible for the security and security settings of your device.

**Joint Accounts:** The Online Anytime access code is issued only to the first member named on an account and offers access to other accounts owned by that member. You should not disclose your access code to any joint account holder. If you do, the joint account holder will have access to all accounts at the credit union owned by you, either individually or jointly. You may transfer funds to the account(s) of a family member on which you are a joint owner; however, if you do so, you agree to provide a copy of this agreement to each owner of the account(s).

**Types of Transactions Available:** You may use your access code with the Online Anytime service to obtain account information related to any of your deposit and loan accounts regarding current balances and account history; 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 accounts of yours or such accounts you have authorized in writing prior to such transfer request, withdraw funds from accounts by check made payable to you and mailed to your mailing address on file, make loan payments from any share account to any loan account, advance funds from your line of credit, apply for a loan or line of credit, order checks and request stop payments on checks drawn on your account(s). Stop payment request can only be honored during our business hours listed in "Business Hours" paragraph above.

**Transfers:** You may make transfers to your accounts or other accounts you authorize as often as you like except for those accounts with transfer limitations as disclosed on the Rate and Fee Schedule. You may transfer up to the balance in your account or the available balance from your line of credit at the time of the transfer, except as limited under other agreements, such as minimum transfer limits. We reserve the right to refuse any transaction that would draw upon insufficient funds or lower an account below a required balance.

Online Anytime transactions may be made at any time, seven (7) days a week, unless the service is unavailable due to computer back-up procedures or maintenance.

**Documentation and Verification of Transfer:** You will receive a monthly statement of your account activity unless no electronic transfers were made to or from your account(s) during the month, in which case you will receive a statement at least quarterly.

Upon completion of account activity, you will receive a confirmation number. You should record this number with your request. You will not receive any other receipt or confirmation of a transaction.

**Cancellation:** We may cancel your Online Anytime privileges at any time without notice or cause. You may cancel this service 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.

## **Mobile Banking User Agreement and Disclosure:**

**Introduction:** New Dimensions Federal Credit Union (NDFCU) endeavors to provide you with the highest quality Mobile Banking (the Service) available. By enrolling in the Service, you agree to all the terms and conditions contained in this Agreement and Disclosure (the Agreement). We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by Law.

**Definitions:** As used in this Agreement and Mobile Banking services, the following words have the meanings given below:

"Account(s)" means your eligible NDFCU checking, savings, loan, club account, CSA, and other NDFCU products that can be accessed through Mobile Banking.

"Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. Your wireless carrier may assess fees for data or text messaging services. Please consult your wireless plan or provider for details.

"Mobile Banking" means the banking services accessible from the Device you have registered with us for Mobile Banking.

"You" and "Your(s)," mean each person with authorized access to your Account(s) who applies and uses the Mobile Banking service.

**Mobile Banking Service:**

A. Description of Service. Mobile Banking is offered as a convenience and supplemental service to our Online Anytime services. It is not intended to replace access to Online Anytime Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your NDFCU account information, make payments to payees, transfer funds, and conduct other transactions. To utilize the Mobile Banking Service, you must be enrolled to use Online Anytime and then activate your Device within the Online Anytime system. Information about NDFCU's Mobile Banking service is available on our website at [www.newdimensionsfcu.com](http://www.newdimensionsfcu.com). Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. NDFCU cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues.

B. Use of Service. To properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the Service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your Device and we will not be liable to you for any losses caused by your failure to properly use the Service or your Device.

C. Other Agreements. You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with the Credit Union except as expressly otherwise stated herein; and with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us. Any deposit account, loan or other credit union product accessed through this Service is also subject to the Account Agreements and Disclosures provided at the time of Account opening. You should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

### **Permitted Mobile Banking Transfers**

A. You may use the Service to transfer funds between your eligible NDFCU accounts (Internal Transfer). You may not transfer to or from an Account at another financial institution using Mobile Banking unless the receiving account is currently set up through Mobile Bill Payer as a Payee Account. If you submit your transfer request prior to the deadline established by us for Mobile Banking transfer service, you will initiate an immediate Internal Transfer via Mobile Banking. Transfer transaction requests received after 6:00 pm EST on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Credit Union chooses to remain closed, will be processed on the Credit Union's next business day. You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection. We may process transfers that exceed your available balance at our sole discretion. If we process the transfer there is still a fee for the transfer, you agree to cover any overdraft amount plus any applicable fees. We may limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice, at our option.

B. You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

### **Mobile Deposit Services**

A. The mobile deposit capture services (Remote Deposit or Service) is designed to allow you to make deposits to your checking, club accounts, or savings accounts from your camera-enabled mobile device capable of capturing check images and information and electronically delivering the items and associated deposit information to the Credit Union or the Credit Union's designated processor. The device must capture an image of the front and back of each check to be deposited in accordance with the procedures; must read and capture the magnetic ink character recognition (MICR) line on each check; and must read and capture all such other data and information as is required by this Agreement or Federal Reserve regulations for the processing of these checks for payment. The Credit Union offers the benefits and convenience of the Service to you free. The Credit Union reserves the right to charge fees for the Service in the future.

B. Eligible Items. You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC (Reg CC). You agree that the image of the check(s) transmitted to the Credit Union shall each be deemed an Item or Remote Item, scanned and transmitted to the Credit Union for credit to your account. You agree that you will not use the Service to scan and deposit checks or items that: (a) are payable to any person or entity other than you; (b) could be processed by you as an internal transfer through Online Anytime; (c) contain obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn; (d) were previously converted to a substitute check as defined in Reg CC without the Credit Union's prior written consent; (e) were previously converted to an image replacement document as defined in Reg CC without the Credit Union's prior written consent; (f) are drawn on a financial institution located outside the United States; (g) are remotely created checks, as defined in Reg CC; (h) are not payable in United States currency; (i) are dated more than six (6) months prior to the date of deposit; (j) are prohibited by the Credit Union's current procedures relating to the Services (the Procedures); (k) are in violation of any federal or state law, rule, or regulation; or (l) are otherwise not acceptable under the terms of your Credit Union account.

C. Image Quality. The image of an item transmitted to the Credit Union using the Service must be legible and contain images of the front and back of the Check. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. These requirements include, but are not limited to, ensuring the following information can clearly be read and understood by sight review of the Check image: the amount of the Check (both written and numeric); the payee; the signature of the drawer (maker); the date; the Check number; the information identifying the drawer and the paying financial institution that is preprinted on the Check including the MICR line; and all other information placed on the Check prior to the time of 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).

D. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Service as "**FOR MOBILE DEPOSIT ONLY, NDFCU Account # \_\_\_\_\_**". You agree to follow all other procedures and instructions for use of the Service as the Credit Union may establish from time to time. Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. For a check payable to you and any joint owner(s) of your Credit Union account, the check must be endorsed by all such payees and you may only use Mobile Deposit to deposit such check into a Credit Union account jointly owned by all such payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and any non-joint owner, you may not deposit the check into your Credit Union account using the Service.

E. Receipt of Items. We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from the Credit Union that we have received the image. Receipt of such confirmation does not mean the transmission was error free or complete. Following receipt of such confirmation, the Credit Union will process the image by preparing a "substitute check" or clearing the item as an image.

F. Disposal of Transmitted Items. After you receive confirmation that we have received an image, you must securely store the original Check for 14 days after transmission to us and make the original Check accessible to us at our request. Upon our request from time to time, you will deliver to us within two Business Days, at your expense, the requested original Check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after the 14-day retention period expires, you must destroy the original Check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of the original Check, the image will be the sole evidence of the original Check. You agree that you will never re-present the original Check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid. For purposes of this Agreement, a "Business Day" means any weekday, excluding any federal banking holiday observed by the Federal Reserve.

G. Returned Deposits. Any credit to your account for Checks deposited using Mobile Deposit is provisional. If original Checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee, or are rejected or returned by a clearing agent, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original Check will not be returned to you, but that we may charge back the amount of the original Check and provide you with an image of the original Check, a paper reproduction of the original Check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

H. Mobile Deposit Security. You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at 800-326-6190 and with written notice at New Dimensions FCU, 94 Silver Street, Waterville, ME 04901, if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original Checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

I. Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits from time to time. Unless otherwise specified by the Credit Union, changes to such limits shall be effective immediately upon notice to you via email, the Credit Union's website, or via the Mobile Banking application.

J. Contingency Plan. In the event, you are unable to capture, balance, process, produce or transmit a file to the Credit Union, or otherwise comply with the terms or the procedures for any reason, including but not limited to, communications, equipment or software outages, interruptions or failures, you will transport or mail the originals of all checks to the closest Credit Union location. The deposit of original checks at an office of the Credit Union shall be governed by the terms and conditions of the Deposit Account Agreement and not by the terms of this Agreement.

**Your Responsibilities:** You represent and agree to the following by enrolling for Mobile Banking or by using the Service:

A. Account Ownership/Accurate Information. You represent that you are the legal owner of the Accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us regarding Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the use of Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.

B. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile



Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

C. User Security. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

D. User Conduct. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

E. No Commercial Use or Re-Sale. You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

F. User Warranties. With respect to each and every Check you use to create an image using the Services and every Remote Item you transmit to the Credit Union, you represent and warrant to the Credit Union that: (a) you assume responsibility for any Check that is transmitted which for any reason is not paid; (b) you are a person entitled to enforce the Check; (c) neither the Check nor the Remote Item is counterfeit; (d) neither the Check nor the Remote Item has been altered; (e) neither the Check nor any image of the Check has been paid; (f) no depository institution, drawee, drawer, or endorser will receive presentment or return of, or otherwise be charged for, an item transmitted as a Remote Item, or any check or item derived from such Remote Item, such that said person will be asked to make a payment based on an item that it has already paid; (g) the Member shall properly endorse each Check and deposit said Check to an account at Credit Union that matches the name of the Member; (h) the Member shall deposit only checks made payable to the Member; (i) neither the Check nor the Image is subject to a defense or claim in recoupment that can be asserted against

the Member; (j) the Member has no knowledge of any insolvency proceeding commenced with respect to the Member or in the case of an unaccepted check, the drawer; (k) all information provided by the Member to the Credit Union is accurate and true; (l) files submitted by the Member to the Credit Union do not contain computer viruses or malware; (m) the Remote Item is a digitized image of the front and back of the Check and accurately represents all of the information on the front and back of the Check as of the time Member converted the Check to a Remote Item; (n) if the Remote Item is being deposited into a Credit Union account designated by the Credit Union as a sole proprietor account, the Member has retained supporting documentation regarding the Remote Item that shows the item is payable and authorizes the payee to charge and collect the monies owed; (o) the Remote Item contains all endorsements applied by parties that previously handled the Check in any form for forward collection or return; (p) each of the Checks were duly authorized in the amount stated on the corresponding Remote Item and to the payee stated on such Remote Item; (q) the Credit Union will not suffer any loss as a result of Member's retention or destruction of the paper originals of Remote Items; and (r) the Member has performed and will perform all of its obligations under this Agreement. The Member shall be deemed to repeat and reaffirm each of the foregoing representations and warranties at the time any Check and/or Remote Item is delivered to the Credit Union through the Service.

## **CUE-Statement Agreement**

**Electronic Statement:** This Agreement governs the Cue-Statement service provided by the Credit Union. Please read it carefully.

The Credit Union provides you with monthly and/or quarterly statements of your account(s). These statements include certain disclosures required by Federal and State regulators. The Credit union will provide you with your statements, with applicable disclosures, electronically in accordance with the provisions of this Agreement. The statements and disclosures provided to you electronically are called the "CUE-Statement." The "CUE-Statement service" or "service" means the services the Credit Union provides to you under this Agreement.

You acknowledge receipt of this Agreement and agree to be bound by all the terms and conditions contained herein. You further agree to follow all instructions provided to you regarding the service. The terms and conditions included in the Agreement are in addition to the terms and conditions of all other account or loan agreements you may have with the Credit Union, including all disclosures made pursuant to such agreements. You agree to abide by any terms and condition which may be added to this Agreement because of future enhancements to the service.

**The Service:** Using your personal computer and Online Anytime, you can access your statements 24 hours per day, 7 days per week, as long as we offer the service. You will be provided with instructions as to how to access your statement upon your consent to obtaining this service. When you receive your statement, you should review it carefully and either print or save the file for your records.

### **Your Rights Under the Law:**

- a) **Non-Electronic Statement:** You have the right to have your statement provided or made available to you in paper or non-electronic form. To obtain a paper copy of your electronic statement, you must call, email or write to the Credit Union. Please refer to the current Rate and Fee Schedule for charges.

- b) **Withdrawal of Consent:** You have the right to withdraw your consent to have your statements provided in electronic form. There are no conditions, consequences or fees in the event you withdraw your consent. To withdraw consent, you must notify us in writing.
- c) **Duration of Consent:** Your consent to have your statement provided electronically applies for each statement provided after we have received your consent and will continue until you withdraw your consent in accordance with paragraph 3(b) of this Agreement.
- d) **Accurate and Updated Information:** To obtain your statement electronically, you must provide us with an accurate email address. If the email address you provide is not accurate, we assume no liability for sending the statement notification to such address.

If you change your email address, you must provide us with your new address. You must also provide us with updated information any time that information is needed to provide your statement electronically. To provide an updated email address or other information, you may notify us in writing or by calling. Written notification can be in the form of secure email through the Online Anytime website.

**Consent:** To obtain your statements electronically, you must signify your consent in a manner that reasonably demonstrates that you can access the statements electronically. We will provide you with instructions as to the procedure for such consent.

**Termination of Service:** You may cancel and terminate the CUe-Statement service at any time by withdrawing your consent under paragraph 3(b) of this Agreement. We may terminate this service at any time by giving you 30 days' notice in writing or electronically. Termination of this service will not affect obligations to us that are outstanding as of the date of termination.

## **Bill Pay Agreement and Disclosure**

This is your bill pay agreement and disclosure with the Credit Union.

You may use our Bill Pay service to direct the Credit Union to make payments from your designated account to the "Payees" you choose in accordance with the Agreement. "Payee" means anyone, including the Credit Union, you designate and that we accept as a recipient for payment. The terms and conditions of this Agreement are in addition to the account agreements, disclosures and other documents in effect from time to time governing your account (The Member Agreement and Disclosures).

**How to Set up Payees/Payments:** If you want to add a new Payee, select the Payee tab located in your Bill Pay application or speak to a service representative.

- You may add a new fixed payment to a Payee by accessing the service and entering the appropriate information. Most other additions, deletions, or changes can be made in writing or by using the service.
- We reserve the right to refuse the designation of a Payee for any reason.
- You may pay any Payee within the United States (including US territories and APO/AEO).
- We are not responsible for payments that cannot be made due to incomplete, incorrect or outdated information.

## **The Bill Paying Process:**

**Single Payments:** A single payment will be processed on the business day that you designate as the payment process date, provided the payment is submitted prior to the daily cut-off time. The daily cut-off time is currently 2:00 pm Eastern.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and holidays) as the payment process date, the payment will be processed on the first business day following the designated process date.

**Recurring Payments:** When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency setting for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a non-business day, it is adjusted based upon the following rules:

- If the recurring payment “Pay Before” option is selected, the process date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date.
- If the recurring payment “Pay After” option is selected, the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process date.
- If the frequency settings for the recurring payment specify the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> as the process date and that day does not exist in the month of the calculated process date, the last calendar day of the month is used as the calculated process date.

**Single and Recurring Payments:** The system will calculate the Estimated Arrival Date of your payment. This is only an estimate; please allow ample time for your payments to reach your Payees. Payments may be processed electronically or by paper check.

**Cancelling a Payment:** A bill payment can be changed or cancelled, any time prior to the cut-off time, on the scheduled process date.

**Available Funds:** You agree to have available and collected funds on deposit in the account you designate in amounts sufficient to pay for all bill payments requested, as well as, any other payment obligations you have with the Credit Union.

- We reserve the right, without liability, to reject or reverse a bill payment if you fail to comply with the above requirement or any other term of this agreement.
- If you do not have sufficient funds in the account and we have not exercised our right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand.
- You further agree that we may charge any of your accounts with us to cover such payment obligations.
- We reserve the right to change the cut-off time. You will receive notice if it changes.

**Liability:** You are solely responsible for controlling the safekeeping of and access to your access code.

- If you want to terminate another person’s authority, you must notify us and arrange to change your access code. You will be responsible for any bill payment requests you make that contain an error or are a duplicate of another bill payment.
- We are not responsible for a bill payment that is not made if you did not properly follow the instructions for making a bill payment.
- We are not liable for any failure to make a bill payment if you fail to promptly notify us after you learn that you have not received credit from a Payee for a bill payment.

- We are not responsible for your acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be our agent.
- In any event, we will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses regarding this agreement or the service, even if we have knowledge of the possibility of them.
- We are not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond our reasonable control.

**Amendment Termination:** The Credit Union has the right to change this agreement at any time by notice mailed to you at the last address shown for the account on the Credit Union's records, by posting notice in branches of the Credit Union, or as otherwise permitted by law.

The Credit Union has the right to terminate this agreement at any time.

You may terminate this agreement by written notice to the Credit Union.

The Credit Union is not responsible for any fixed payment made before the Credit Union has a reasonable opportunity to act on your termination notice.

You remain obligated for any payments made by the Credit Union on your behalf.

**Service Fees:** There is no monthly service fee for bill pay accounts. There is no limit on the number of transactions per month.

**Miscellaneous Fees:** See Rate and Fee Schedule

## Disclaimers

**Disclaimer of Warranties:** You agree that your use of any remote credit union service (remote service) is at your risk and is provided on an "as is" and "as available" basis. We disclaim all warranties of any kind as to the use of any remote service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a purpose and noninfringement. We make no warranty that any remote service will meet your requirements or will be uninterrupted, timely, secure, or error-free. We make no warranty that the results that may be obtained will be accurate or reliable or that any errors in any remoted service or technology will be corrected.

**Limitation of Liability:** You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other losses incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of any remote credit union service, regardless of the form of the action or claim (whether contract, tort, strict liability or otherwise), even if we have been informed of the possibility thereof, except as otherwise required by law.

**Accountholder's Indemnification Obligation:** You understand and agree that you are required to indemnify and hold us and our technology partners harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of services provided and/or breach of this Membership Agreement and Disclosure (including, but not limited to, any breach of the warranties, representations, or obligations contained in this Agreement). You understand and agree that this paragraph shall survive the termination of this Agreement.