

## ELECTRONIC FUNDS TRANSFER AND CARDHOLDERS AGREEMENT

We are the Maine Highlands Federal Credit Union at P.O. Box 233, 73 Main Street, Dexter, Maine 04930, and our telephone number is (207) 924-5544 or 1-888-806-6920.

You (if this is a joint account, singular pronouns shall include each of you) hereby agree to the rules and regulations affecting the issuance of the "CU24<sup>SM</sup> Visa<sup>®</sup> Check Card" provided by us for your convenience.

**Personal Identification Number (P.I.N.)** – will be your "remote financial signature," and you are responsible for maintaining its confidentiality. The P.I.N. should be memorized and not written in order to prevent unauthorized use and so you may report its loss or theft accurately. Your P.I.N. is randomly assigned and cannot be chosen by you.

**Authorized Use** – Only you are qualified to deposit or withdraw funds to or from your account(s) with the use of the CU24<sup>SM</sup> Visa Check 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.

**Business/Commercial Members are Prohibited from Engaging in Unlawful Internet Gambling-Unlawful Internet Gambling Enforcement Act Notice:** 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 funds transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in illegal or unlawful internet gambling.

**Consumer Liability for Unauthorized Electronic Funds Transfers** – Tell us AT ONCE if you believe your card, P.I.N., or other information which could provide electronic access to your account has been lost or stolen, or if you believe someone has used your card or PIN or accessed your account without your permission. Telephoning is the best way of keeping your possible losses down.

**If a Visa or Interlink transfer was made using your card or card number without your permission and was not caused by your gross negligence or fraud, you will have no liability for this unauthorized transfer.** For all other transfers, including transfers made using ATMs, you can lose no more than \$50.00 if you tell us within two (2) business days that your card or PIN was used to make a transfer without your permission. If you do NOT tell us within two (2) business days, and we can prove that we could have stopped someone from making a transfer without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed 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 period.

**Non-Visa PINless Debit Card Transactions** – We allow non-Visa debit transaction processing. This means you may use your Visa Check 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 networks for which such transactions are allowed is NYCE<sup>®</sup> and ACCCEL/Exchange<sup>®</sup>.

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa Check 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 you may be required 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 through the use of 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.

**Notification Procedure** – If you believe that your card, P.I.N., or other information which could provide electronic access to your account has been LOST or STOLEN, or that someone has transferred or may transfer money from your account without permission, call us at the number shown at the beginning of this Agreement, or write us at the address given at the beginning of this Agreement.

**Business Days** – Lobby Hours, all locations: Monday, 7:30 AM to 5:00 PM; Tuesday 9:00 AM to 4:00 PM; Wednesday, 9:00 AM to 4:00 PM; Thursday, 8:00 AM to 5:00 PM and Friday, 7:30 AM to 6:00 PM. Drive-Up window in Dexter, Guilford and Brownville open early at 8:00 AM on Tuesdays and Wednesdays. 24 Hour ATMs and Night Deposits available at all locations.

**Types of Transactions Available and Limits on Such Transactions**–You may use your card to withdraw from or make deposits to your share or share draft accounts, and perform such other banking transactions as we may from time to time permit during the business hours of any remote banking facility. You may also pay for purchases at places that have agreed to accept your card (called Point-of-Sale purchases). These Point-of-Sale purchases will be deducted from your share or share draft account.

**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 TWO HUNDRED DOLLARS (\$200.00) per 24-hour period (4:00 P.M. EST–4:00 P.M. EST) at a remote financial facility/ATM. You may purchase up to ONE THOUSAND DOLLARS (\$1,000.00) worth of goods or services per 24-hour period (4:00 P.M. EST–4:00 P.M. EST) in our Point-of-Sale (POS) transfer service.

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

**Charge for Originating Savings And Remote Financial Transactions** – A transaction resulting in a withdrawal from or a deposit to your share or share draft accounts using the CU24 Visa Check Card or P.I.N. or other information which could provide electronic access to your account is considered the same as any other type of withdrawal or deposit in regard to our service charge formulas. The type of account determines if and when a fee will be assessed. Please contact the Credit Union for current charges.

**Fees** –No fee at credit union ATM with CU24 card. No fee for new cards, \$5.00 fee for each replacement card. Withdrawals: No fee. Deposits (clerk: assisted terminals), inquiries, denials, transfers, and point-of-sale transactions: no fee. 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 U.S. dollars.

A 1% International Transaction Fee will be assessed on all transactions where the merchant country differs from the country of the card issuer. The converted transaction amount will be shown separately from the International Transaction Fee on your account statement. This fee will be assessed on all international purchases, credit vouchers, and cash disbursements.

Visa charges 0.8% 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 rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date plus the 1% International Transaction Fee.

**Visa assessed surcharge/access fee for ATM or manual cash disbursement transactions initiated outside of the U.S. 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 0.15% + U.S. \$0.50 on international ATM transactions where a surcharge fee has been assessed. The 0.15% applies to the amount of cash disbursed and not the surcharge fee. In other words, it \$200 is disbursed and a \$3.00 surcharge fee is applied, the 0.15% will be based on the \$200. \*Except in Visa Europe Region.

**Conditions Under Which We Will Disclose Information to a Third Party** – You agree that we may, and you hereby authorize us to, disclose information to third parties about your account(s) or the transfers you make (1) where it is necessary for completing transfers; (2) in order to verify the existence and condition of your accounts for a third party, such as a credit bureau or merchant; (3) in order to comply with government agency or court orders; or (4) if you give us your written permission.

**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 Point-of-Sale (POS) terminal. You will also receive a statement of your account activity on a monthly basis.

**Error Resolution – This Section Applies to Consumer Accounts** Telephone or write us at the number and address shown at the beginning of this Agreement, AS SOON AS YOU CAN, if you think your statement or receipt is wrong, or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than sixty (60) days after we send you the FIRST statement on which the problem or error appeared. Provide the following information:

- (1) Your name and account number.
- (2) Description of the error or the transfer you are unsure about, and a clear explanation of why you believe it is an error, or why you need more information.
- (3) The dollar amount of the suspected error.

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

We will tell you the results of our investigation within five (5) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. For new accounts, Point-of-Sale, or international transactions, we may take up to ninety (90) days to investigate your complaint or question.

If we decide to do this, we will credit your account within ten (10) business days (five (5) business days for Visa Check Card purchases) for the amount you think is in error, so you will have the use of the money during the time it takes to complete our investigation. For new accounts, we may take up to twenty (20) days to credit your account for the amount you think is in error. If we ask you to put your complaint or question in writing and do not receive it within ten (10) business days, we may not credit your account.

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

**Overdrafts** – If any withdrawal(s) creates a negative balance in your account, you agree to repay to us the amount of the overdraft, including any customary and usual overdraft charges in the same manner as any other overdraft on your account.

**Cancellation** – Your card and P.I.N. remain our property and immediate surrender of either may be required by us at any time. We may cancel the card, P.I.N. 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.

**Liability** – If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

If, through no fault of ours, you do not have enough money in your account to make the transfer.

If the transfer would go over the credit limit on your overdraft line.

If the automated teller machine where you are making the transfer does not have enough cash. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

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

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

**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.

**Joint Accounts** – All parties to joint share or share draft account(s) agree to be jointly and severally bound by this Agreement. All cards must be returned to us prior to the addition or deletion of a name from any account subject to this Agreement. Consumer reports (credit reports) may be obtained in connection with this application. If you request, 1) you will be informed whether or not consumer reports were obtained; and 2) if reports were obtained, you will be informed of the names and addresses of the consumer reporting agencies (credit bureaus) that furnished the reports. The P.I.N. may provide access to accounts owned by the primary member. Joint owners may have access to all of the primary member's accounts at 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 your credit union with respect to these transfers is provisional until the credit union receives final settlement through a Federal Reserve Bank or otherwise has received payment. If your credit union does not receive payment for a transfer, then the credit union is 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. Your credit union is not obligated by the ACH rules to provide you with notice any time that it has received a transfer and made an entry to your account unless the credit union has otherwise agreed to do so.

### Maine Highlands Federal Credit Union

P.O. Box 233 • Dexter, Maine 04930 • (207) 924-5544  
1-888-806-6920

P.O. Box 697 • Guilford, Maine 04443 • (207) 876-4041

P.O. Box 507 • Dover-Foxcroft, Maine 04426 • (207) 564-8644

P.O. Box 1267 • Greenville, Maine 04441 • (207) 695-0316

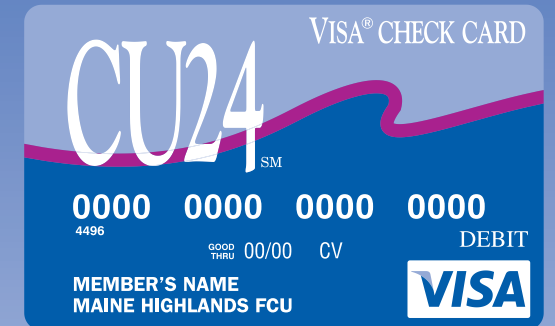
P.O. Box 716 • Brownville, Maine 04414 • (207) 965-8377

www.MaineHighlandsCreditUnion.com

24 Hour ATMs and Night Deposits available at all locations

## Maine Highlands FCU's

# Visa Check Card



## More convenient than cash or checks



**Maine Highlands**  
FEDERAL CREDIT UNION  
Personal service. Shared value.

www.MaineHighlandsCreditUnion.com

## Application for CU24<sup>SM</sup> Visa Check Card

Primary Owner Name \_\_\_\_\_ card

Social Security # \_\_\_\_\_

Date of Birth \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Primary Phone ( ) \_\_\_\_\_

Email \_\_\_\_\_

Mother's Maiden Name \_\_\_\_\_

Joint Owner Name \_\_\_\_\_ card

Social Security # \_\_\_\_\_

Date of Birth \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Primary Phone ( ) \_\_\_\_\_

Email \_\_\_\_\_

Mother's Maiden Name \_\_\_\_\_

### Business Information

Primary Owner Employed By \_\_\_\_\_

Address \_\_\_\_\_

Business Tel # ( ) \_\_\_\_\_

Joint Owner Employed By \_\_\_\_\_

Address \_\_\_\_\_

Business Tel # ( ) \_\_\_\_\_

Account # \_\_\_\_\_

I/We hereby apply for a CU24 Visa Check Card. By using the CU24 Visa Check Card issued by the Credit Union upon approval of this application, I/we signify our Agreement to be bound by the terms of the Electronic Funds Transfer and Cardholder Agreement and Disclosures attached.

Signature **X** \_\_\_\_\_

Date \_\_\_\_\_

Signature **X** \_\_\_\_\_

Date \_\_\_\_\_

*In order to issue a card to either signer  
of a joint account, both owners must sign.*

I.D. Verified \_\_\_\_\_ Employee Initials \_\_\_\_\_

## WHAT IS THE CU24 VISA CHECK CARD?

Think of it as “plastic checking.” First, use it as you would an ATM card to access your credit union share and share draft accounts at thousands of ATMs around town and around the globe. Then, for added convenience, use the card instead of a check wherever the Visa debit, NYCE<sup>®</sup>, CU24<sup>SM</sup>, PLUS<sup>®</sup> or ACCEL/Exchange<sup>®</sup> network symbols are displayed. When you present your card to any participating merchants worldwide, the amount of your purchase will be automatically deducted from your credit union share or share draft account. It's that easy. With the CU24 Visa Check Card, the hassles of writing a check, waiting for check approval, and presenting identification disappear!

## HOW DOES THE CARD WORK?

At ATMs bearing the Visa debit, NYCE<sup>®</sup>, CU24<sup>SM</sup>, PLUS<sup>®</sup> or ACCEL/Exchange<sup>®</sup> network symbols, simply enter your CU24 Visa Check Card, key in your personal identification number, and follow the machine instructions to withdraw cash, make transfers, or check the balances in your credit union share and share draft accounts. When you want to make purchases at Visa debit merchants, simply present the CU24 Visa Check Card as you would a credit card, and the amount of your purchases will be electronically deducted from your credit union share or share draft account, usually within three days. Receipts generated from each purchase make record-keeping a snap!

## WHERE CAN I USE THE CARD?

At millions of locations the world over! The CU24 Visa Check Card is your key to instant cash at thousands of ATMs around the corner and on every continent. In addition, participating merchants – grocery stores, gas stations, restaurants, and retail outlets, to name only a few – accept the card as readily as cash or a credit card. Just look for the Visa debit, NYCE<sup>®</sup>, CU24<sup>SM</sup>, PLUS<sup>®</sup> or ACCEL/Exchange<sup>®</sup> network symbols!



## SURCHARGE FREE

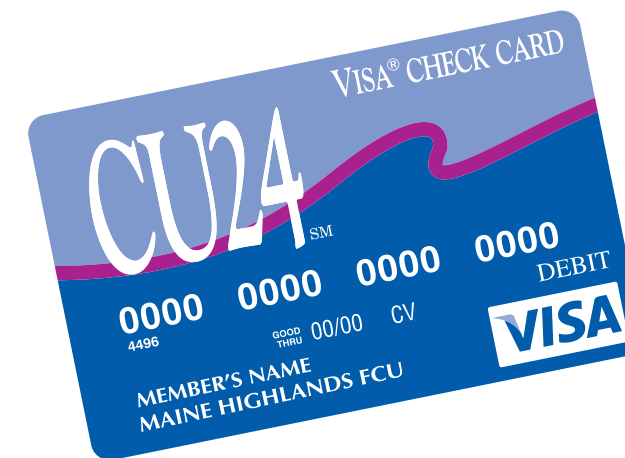
There is an alliance of Maine credit unions who offer surcharge free terminals. Just look for the SURF logo on credit union ATMs.

## DOES THE CU24 VISA CHECK CARD REPLACE MY VISA CREDIT CARD?

The CU24 Visa Check Card is not a line of credit; a Visa credit card is. Though they share the Visa name, the two cards are used for different purposes. When you want to make purchases or take cash advances that you plan to repay at a later date, use your Visa credit card. But, when you want the convenience of having your purchases or cash withdrawals automatically deducted from your credit union share or share draft account, use your CU24 Visa Check Card. Maine Highlands Federal Credit Union offers both products, so you can enjoy the best of both worlds!

## WHY IS THE CU24 VISA CHECK CARD A GOOD DEAL FOR ME?

- Accepted worldwide (unlike personal checks)
- Offers around-the-clock access to your credit union share and share draft account
- Lessens your need to carry a checkbook
- Eliminates the hassle of presenting identification and waiting for check approval
- Safer than carrying cash



## TO USE YOUR CU24 VISA CHECK CARD AT AN ATM, SIMPLY FOLLOW THE INSTRUCTIONS SHOWN ON THE SCREEN:

1. Run the card through the machine
2. Enter your personal identification number (P.I.N.)
3. Select transaction (cash withdrawal, deposit, etc.)
4. Enter amount
5. Promptly remove currency and/or acknowledgment slip
6. Promptly remove card

## TO USE YOUR CU24 VISA CHECK CARD AT A POINT-OF- SALE TERMINAL THAT ACCEPTS VISA DEBIT, IT'S JUST AS SIMPLE:

1. Run the card through the terminal
2. Select a method of payment... and proceed as instructed

## LOOK FOR THE SURF LOGO ON CREDIT UNION ATMS FOR SURCHARGE FREE SERVICE!

