

survivor or survivors shall be valid and discharge the Credit Union from any liability for such payment.

Any or all of the joint owners may pledge all or any part of the shares in the account as collateral security for a loan or loans.

The right or authority of the credit union under this agreement may not be changed or terminated by the owners, or any of them, except by written notice to and consent of the credit union, which shall not affect transactions made prior to such notice and consent.

* Note: These Additional Terms and Conditions apply only if there is no joint share account agreement that applies to a share account in the names of the persons whose signatures are subscribed on the share draft account documentation.

Electronic Funds Transfers Agreement (EFT)

Initial Disclosure (No Access Device)

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

1. 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:

- (i) pay for purchases
- (ii) pay bills.

2. Here are some of the types of EFTs available to you: Deposit of Employer payroll, Deposit of Government payments and Pre-Authorized Debits. In addition, merchants and other payees may electronically debit your share draft or checking account using information you provide on or with a share draft or check. These debits are EFTs subject to this agreement.
3. For a Share, Savings, or other account in which transfer limitations apply, no more than six (6) preauthorized, automatic, telephone transfers or transfers made by check, draft, or debit card may be made from these accounts to another of yours or to those of a third party in any month. If you exceed these limitations, your account may be subject to a fee or may be closed.
4. 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.
5. 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, Presidents' Day, Patriots' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
6. Here is a 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 share draft accounts.
Notice of Credits: If you have arranged to have EFT deposits made to your account, you can call us at 1-800-427-1223 or visit www.downtowncu.com to find out whether or not the deposit has been made.
7. Here is a 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 1-800-427-1223 or write us at P.O. Box 130, Baileyville, ME 04694 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 here at the credit union which must be done within (3) business days after you call. You will be charged for each stop payment order given. Refer to the Rate and Fee Schedule for current fees.
8. Here is a summary of our liability to you for failure to make or stop certain transfers. 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 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 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.
9. Here are the circumstances under which we will disclose information to third parties about your account or the transfers you make:
 - When necessary for completing transfers.
 - In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
 - In order to comply with government agency or court orders.
 - If you give us written permission.
 - Where permitted under applicable law.

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 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.

This section applies to Consumer Accounts Involving Electronic Funds Transfers.

Tell us at once if you believe your card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. 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 2 business days after you learn of the loss or theft of your card or PIN, you can lose no more than \$50 if someone used your card or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, PIN, or other means, **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 periods.

Contact in the Event of Unauthorized Transfer. If you believe your card or PIN has been lost or stolen, call 1-800-427-1223, or write to Down East Credit Union, P.O. Box 130, Baileyville, ME 04694.

You should also call the number or write to the address above if you believe a transfer has been made using the information from your check without your permission.

Fair and Accurate Credit Transactions Act Notice

We may report information about your account to credit bureaus. Late or missed payments, or other defaults, may be reflected in your credit report.

Complaint Resolution Procedure

If you have a dispute with your credit union regarding your account(s), you may contact the credit union and attempt to resolve the problem directly. If your credit union fails to resolve the problem, communicate the problem and the resolution you are seeking to:

Maine Bureau of Financial Institutions
Consumer Outreach Program
36 State House Station
Augusta, ME 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.

LOCATIONS

BAILEYVILLE BRANCH

P.O. Box 130 · 23 3rd Avenue · Baileyville, Maine 04694
PHONE: 207-427-3333 · 1-800-427-1223
FAX: 207-427-3808

BANGOR BRANCH

24 Springer Drive · Suite III · Bangor, Maine 04401
PHONE: 207-990-5444 · 1-866-792-5123
FAX: 207-990-5458

BELFAST BRANCH

92 Lincolnville Avenue · Belfast, Maine 04915
PHONE: 207-338-0043 · 1-877-925-3628
FAX: 207-338-4712

CALAIS BRANCH

295 North Street · Suite 2 · Calais, Maine 04619
PHONE: 207-454-8940 · 1-866-455-8940
FAX: 207-454-8943

MACHIAS BRANCH

P.O. Box 189 · 211 Main Street · Machias, Maine 04654
PHONE: 207-255-0172 · 1-800-823-8346
FAX: 207-255-0756

RICHMOND BRANCH

150 Main Street · Suite 16 · Richmond, Maine 04357
PHONE: 207-737-4037 · 1-877-747-4037
FAX: 207-737-4048

TOPSHAM BRANCH

94 Main Street · P.O. Box 477 · Topsham, Maine 04086
PHONE: 207-373-1674 · 1-866-675-9277
FAX: 207-373-1685

UNITY BRANCH

P.O. Box 760 · 58 School Street · Unity, Maine 04988
PHONE: 207-948-2060 · 1-877-850-2062
FAX: 207-948-2068

www.downeastcu.com

MEMBERSHIP & AGREEMENT & DISCLOSURES




Down East
Credit Union



Rev. 8/11


We Do Business Responsibly With You
Equal Credit Opportunity Act

Membership Agreement and Disclosures

“You” and “Your” shall mean the member who owns the account at the credit union, as well as any other owner of the account. Down East 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. Your credit union is not-for-profit and exists only to serve you, not to make money. As a credit union member, you own, operate, and control your credit union through your Board of Directors. You are entitled to elect and be elected to the volunteer Board of Directors, which is composed 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 also determines credit union policy such as that set forth in this Agreement. In addition, your 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 your Credit Union. By signing your membership card and/or account agreement(s), you accept and agree to be bound by the provisions as set forth in them, this Agreement, the rate and fee disclosures applicable to your account(s) with your credit union, your credit union’s charter and bylaws, and any amendments or changes in terms to any of them. The Credit Union reserves the right to change any and all terms and conditions of 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 your 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 the membership card, share certificate, or other documents evidencing the account. To the extent that there are different terms or terms which are not included in this Agreement or in those documents, such terms supersede this Agreement.

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, such as share draft accounts; to make and receive electronic funds transfers and wire transfers; and to obtain loans and lines of credit. However, it is your credit union’s policy to deny these privileges to members who cause a loss to the credit union for any reason. Therefore, if you cause a loss to your credit union, and thus to your fellow members, you will lose your privileges of credit union membership.

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 fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in illegal or unlawful Internet gambling.

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

- 1. 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. Upon 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 laws of the state of your residency.
- 2. Joint Accounts.** Any joint owner has an equal right of access to the funds in a joint account and can withdraw all of 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. Any person named as a joint owner of your regular share account will also be a joint owner of all your other sub accounts of the regular share account at your credit union unless otherwise specified in writing. Exceptions to this rule include share draft checking, share certificates and IRAs, which require separate signed agreements.
- 3. Payable on Death Accounts.** Payable on death accounts belong to the person(s) listed as the owner or owners of the account during their lives. On death, the funds automatically belong to the person or persons designated as payable on death beneficiaries. Any person named as a payable on death beneficiary of your regular share account will also be a payable on death beneficiary of all your other accounts at your credit union, except for share draft (checking) accounts and IRA accounts.
- 4. Non-Consumer Organizational Accounts.** The above are account types of “consumers,” i.e., individuals who hold accounts for personal, family, and household purposes. Non-consumer accounts may be opened by

members and may include accounts owned by members that are organizations. The funds in an organizational account are owned by a corporation, trust (including a living trust), partnership, social club, sports team, etc. In order for the organization to be a credit union member, eligibility requirements must be met in accordance with the credit union’s charter or bylaws. If the organization does not qualify for membership, it can be a joint owner of the account with an individual member.

- 5. Inactive/Dormant Accounts.** If your account fails below any applicable minimum balance or you have not made any Transactions within the period of time specified in the Schedule, we may classify your account(s) as inactive. An account is generally only considered dormant when an applicable state law requires such classification (i.e., dormant or abandoned). Although having no obligation to do so, we reserve the right to not classify a particular account as either inactive or dormant if any owner thereof has other active accounts or services with us. You may be charged fees as set forth in the Schedule for inactivity, which is generally the failure to transact any business on an account for a period of after one year. Unless specifically prohibited by applicable law, we may also charge a service fee set forth on the Rate and Fee Schedule for processing your dormant account per month (“Abandoned Property/Dormancy Processing Fee”). You authorize us to transfer funds from another account of yours to cover any such fees. Unless prohibited by applicable law, we further reserve the right to transfer your dormant account funds to a general Credit Union account and to suspend any further account statements. If a deposit or withdrawal has not been made on the account and we have had no other sufficient contact with you within the period specified by state law, the account will be presumed to be abandoned. Funds in abandoned accounts will be reported and remitted in accordance with applicable state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must apply to the appropriate state agency.

Lien on Shares. A lien will be impressed on all of your credit union shares and share dividends in an amount equal to that which you may owe your credit union because of a loan, dues, or any other charges payable by you to your credit union. The lien may be enforced and your funds withdrawn and applied to your debt without further notice to you except where required by law, if you default in paying the amount you owe.

Account Closing. Your regular credit union share account cannot be closed until all amounts you owe your credit union are paid in full and all other accounts that you have with your credit union 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 by your credit union due to delays in returning checks or share drafts deposited into your account that do not comply with these endorsement standards.

Share Insurance. Funds in your accounts at your credit union are insured to at 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 up to \$250,000. Copies of the NCUA brochure *Your Insured Funds* are available at each branch office and main office of the Credit Union and are also available upon request.

Governing Law. The rights, duties, obligations and liabilities of you and your credit union in connection with 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, your credit union charter and bylaws, or your specific account documentation.

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

Regulation CC: Funds Availability Disclosures **Important information on deposits, holds, and withdrawals**

General Policy Statement:

Down East Credit Union offers same day or next day availability for most funds deposited with Down East Credit Union. Funds from the deposit of certain items will be held in accordance with the procedures described below. For Regulation CC purposes, Saturdays, Sundays, and Federal holidays are not considered business days.

The purpose of this policy is to describe Down East Credit Union’s check hold policy.

The Credit Union's objective is to make funds available as expeditiously as good business practices mandate.

Determining the Availability of a Deposit

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and Federal holidays.

The length of the delay varies depending on the type of deposit and is explained below.

Same-Day Availability

Funds from cash and electronic direct deposits to your account will be available on the day we receive the deposit.

Next-Day Availability

Funds from the following deposits are available on the first business day after the day of your deposit:

- U.S. Treasury checks that are payable to you.
- Checks drawn on Down East Credit Union.
- Wire transfers.

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

- State and local government checks that are payable to you.
- Cashier's, certified, traveler's and certified teller's checks that are payable to you.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit.

All Other Check Deposits

The chart below will tell you when funds from other check deposits will be available:

When funds are available	When funds are available if a deposit is made on a Monday
\$200 on the first business day after the day of your deposit	Tuesday
Remaining funds on the second business day after the day of your deposit	Wednesday

Longer Delays May Apply

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications 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 fifth 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 30 days your account is open.

Funds from cash and electronic direct deposits to your account will be available on the day we receive the deposit. The first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, 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 \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the eleventh business day after the day of your deposit.

Rules for Shared Branching

NOTICE TO NON-MEMBERS USING THIS CREDIT UNION AS A SHARED BRANCH.

Down East Credit Union has no knowledge of, or any control over, the availability of funds that you deposit at Down East Credit Union. You must contact your credit union for this information.

Funds deposited into new accounts shall be available as follows:

- (a) **SAME-DAY AVAILABILITY** - Funds from cash and electronic direct deposits will be available on the day we receive the deposit.
- (b) **NEXT-DAY AVAILABILITY** - Funds from the first \$5,000 of a day's total deposits of cashier's, certified, teller's, travelers, and federal, state and local government checks payable to the new account holder will be available on the first business day after the day of the deposit.
- (c) **SECOND-DAY AVAILABILITY** - For deposits described above (other than U.S. Treasury checks) that are not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of the deposit.
- (d) **NINTH-DAY AVAILABILITY** - For deposits described above, funds in excess of \$5,000 will be available on the ninth business day after the day of the deposit.
- (e) **ELEVENTH-DAY AVAILABILITY** - Funds from all other check deposits will be available on the eleventh business day after the day of the deposit.

Share Draft Agreement with Limited Overdraft Transfer Clause

You and any other joint owner agree that:

- (a) by signing the appropriate account documentation as provided by your credit union, you authorize your credit union to establish a special share account for you to be known as a "share draft" or checking account. Your credit union is authorized 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; the credit union may, however, up to a maximum of six (6) times per calendar month, 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; the credit union is 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 negligence, the credit union is not liable for any action it takes regarding the payment or non-payment of a share draft;
- (e) notwithstanding Paragraph (d) above, the credit union is 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 the credit union on or before the thirtieth 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 schedules 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 as the credit union 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.

Additional Terms and Conditions

(Joint Share Draft Account Agreement)

The credit union is hereby authorized to recognize any of the signatures on the share draft account documentation referenced above in the payment of funds or the transaction of any business for the Share Draft account. The joint owners of the account hereby agree with each other and with the Credit Union that all sums now paid in on shares, or previously or subsequently paid in on shares by any or all of the joint owners to their credit as joint owners, with all accumulations thereon, are and shall be owned by them jointly, with right of survivorship and be subject to the withdrawal or receipt of any of them, and payment to any of them or the