

## HOME BANKING AGREEMENT AND DISCLOSURES

### HOME BANKING APPLICATION

Member Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Email Address \_\_\_\_\_

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

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

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

Once you have logged into the Home Banking site, you will have access to every account that your Social Security Number is on.

#### E-STATEMENTS

Opt In

Opt Out

I request that Down East Credit Union provide me with Home Banking access to my accounts. I understand that if this application is accepted, I acknowledge receipt of the Home Banking Agreement and Disclosures and agree to abide by the terms and conditions of the same modified from time to time by the credit union.

Signature \_\_\_\_\_

Date \_\_\_\_\_

#### Please Return to:

Down East CU  
P.O. Box 130  
Baileyville, Maine 04694

We are Down East Credit Union, referred to as "we". Our main office is located at 23 3rd Avenue, Baileyville, Maine 04694. Our telephone number is (207)427-3333. Our email address is member@downeastcu.com. Our website address is www.downeastcu.com. "You" refers to the member-owner(s) of a share account who has requested Internet access to that account and any sub-account through Home Banking. Home banking is a remote access service that utilizes a personal computer in combination with a Personal Identification Number (PIN). Use of Home Banking shall be governed by the terms and conditions applicable to Member's account(s); the following terms and this Agreement; bylaws, rules, regulations or applicable law; and such other terms, conditions and/or amendments as may be established from time to time and communicated to the Member in writing.

**Fees** - Down East CU does not charge a fee for the use of our Home Banking. Your internet service provider (ISP) probably charges you a fee to access the Internet via its server. We have no control over ISP related fees.

**Available Services and Limitations:** The following functions may be performed by members through the service:

- **Transfers:** You may make transfers to or from your accounts or other accounts you authorize as often as you like except for those accounts with transfer limitations as disclosed in the rate and fee schedule you received when you opened the account and any amendments to that schedule.

- **Account Balances:** You may view your share and loan account balances. There may be drafts written against your balance, or other electronic items such as debit card transactions, that have not yet been presented to the credit union for payment.

- **Transaction History:** you may view the transaction history for any active loan or share account.

- **Password Changes:** If you are a Home Banking user, you may change your password at any time from within the Home Banking section. For your protection we recommend that you change your Home Banking password regularly.

- **Transaction Search:** You may search for drafts and other transactions that have cleared your account. You may also list clearings by date or by cleared check number. The oldest transaction available will vary, but dates will go back, at a minimum, to your last regular statement date.

The information regarding your account balances on this website is provided to you as a courtesy pursuant to your request. For members that have filed a petition seeking bankruptcy protection under any chapter of the U.S. Bankruptcy Code, no demand for payment is hereby made, and the information provided is not to be construed as an attempt to collect or recover any claim or debt in violation of the provisions of 11 U.S.C. Section 362.

### MEMBER LIABILITY

Tell us at ONCE if you believe your PIN has been LOST or STOLEN. Emailing or telephoning us is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit, if applicable. If you tell us within two (2) business days, you can lose no more than FIFTY DOLLARS (\$50.00) if someone used your PIN without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your PIN and we can prove that we could have stopped someone from using your code without your permission if you had told us, you could lose as much as FIVE HUNDRED DOLLARS (\$500.00).

Also if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you either electronically or by U.S. Postal Mail, you may not get back any money you lost if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as long trip or hospital stay) kept you from telling us, we will extend the time period. We are liable only for losses in excess of the limits stated.

**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 damage. 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 Home Banking 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 transactions involving your account(s) may be unauthorized, fraudulent, illegal or otherwise improper.

(continued on back)

**Notification Procedure** - If you believe that your PIN has been LOST or STOLEN, or that someone has transferred or may transfer money from your account without permission, call or email us at the number or address given at the beginning of this Agreement.

**Business Hours** - Normal business hours are Monday-Friday 8:00 A.M. to 4:00 P.M.

**Types of Transactions Available** - The Home Banking site is continually enhanced as products and services are added. The list of authorized transactions is available in our Home Banking Application.

**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 account for a third party, such as a credit bureau or merchant; (3) in order to comply with government agency or court orders as permitted by law; or (4) if you give us your written permission.

**Documentation and Verification of Transactions-** You will receive a monthly/quarterly electronic statement of your account activity. A successful transaction confirmation will appear at the completion of each monetary transaction performed. You will not receive any other receipt or confirmation from the Credit Union.

**Error Resolution** - Email, 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 is wrong, or if you need more information about a transaction listed on the statement. We must hear from you no later than sixty (60) days after you receive the first statement on which the problem or error appeared. Provide the following information:

1. Your name and account number
2. Describe the error or the transaction 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 we decide to do this, we will recredit your account within ten (10) 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 recredit 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.

**Modification** - We may amend this Agreement without prior notice to you when such an amendment is immediately necessary to maintain or restore the security of the system or a member's account(s). We will notify you in writing thirty (30) days or as otherwise required by law prior to the effective date of any other change on any term or condition of this Agreement.