



Changing Seasons

FEDERAL CREDIT UNION

Here for what tomorrow brings

Account Contract and Disclosures

Updated 9/4/2018

Enclosures

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Membership Agreement and Disclosures

Changing Seasons Federal Credit Union (the "Credit Union") is unique in the banking world. It is a co-op, owned by you and your fellow members and operated in 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, which is composed of your fellow members and oversees 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. The Credit Union reserves the right to change any and all terms and conditions of any of them. 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. "You" and "Your" shall mean the member who owns the account at the Credit Union as well as any other owner of the account. By signing your membership card and/or agreement(s), you accept and agree to be bound by the provisions as set forth in them, this Agreement, the rate and fee disclosure applicable to your account(s), 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 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 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.

Consumer reports (Credit Reports and ID Verification) will be obtained in connection with your application and membership. 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 and credit bureaus that furnished the reports.

Privileges of Credit Union Membership: Credit Union Membership carries with it many privileges, including check cashing ability; the ability to open accounts other than regular 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 and utilize Member Privilege. In order to utilize these privileges a member must be in good standing. Situations that cause a member to not be in good standing would be: causing the credit union a loss, overdrawing your account, a delinquent loan, mismanagement of an account, etc. A copy of the Member Not in Good Standing Policy is available upon request.

Lien & Security Interest in Account Funds: You understand and agree that if you owe us money as a member, owner, trustee, agent, information user, successor trustee, fiduciary, drawer, endorser, borrower, guarantor, or any other capacity, we may have a lien on your account as permitted by applicable law and you grant us a contractual security interest in any and all funds in all accounts that you are an owner, trustee or fiduciary of or have an ownership or fiduciary interest in no matter what the source of funds in the account, including directly deposited government entitlements or benefits such as social security deposits. However, our security interest, any right of set off and any lien rights do not apply to retirement accounts. At our discretion, we may apply the funds from any account you are an owner, trustee, beneficiary/POD payee or fiduciary of or have any ownership or fiduciary interest in to pay off your obligations to us without notice to you at any time. If we choose not to enforce our lien or contractual security interest or non-action is not a waiver of our rights to enforce our rights at a later time. You agree that a security interest granted by one owner, trustee, or fiduciary of any account will continue to secure that owner's, trustee's, or fiduciary's obligation to us even after that owner trustee, or fiduciary dies.

Business Days: Our business hours are Monday through Wednesday 9:00am to 5:00pm, Thursday and Friday 8:00am to 5:00pm, Eastern Time excluding state and federal holidays.

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.

- **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.
- **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 owners(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 on all of 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 accounts, Share Certificates and IRA's, which require separate signed agreements.
- **Payable Upon Death Accounts.** Payable upon death accounts belong to the person(s) listed as the owner or owners of the account during their lives. Upon death, the funds automatically belong to the person or persons designated as payable upon death beneficiaries. Any person named as a payable upon death beneficiary of your regular share account will also be a payable upon death beneficiary of all your other accounts at your Credit Union, except for share draft accounts and IRA accounts.
- **Accounts for Minors –** We require any account established for a minor to be a joint account with an owner who has reached the age of majority under state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority. Unless a guardian or parent is an account owner, the guardian or parent shall not have any account access rights. We have no duty to inquire about the use or purpose of any transaction.

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 living trust), partnership, social club, sports teams, 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 a member.

Account Statements: The Credit Union utilizes a consolidated statement for your accounts, account services, loans and other services with us. You agree that only you, the account owner, may notify the Credit Union of an address change of which the account statement is delivered including statements delivered in electronic form.

Liens 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 delinquent 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.

Termination of Account: We may terminate your account or restrict access to your account at any time or may require you to close your account and apply for a new account if: (1) there is a change in owners or authorized signers, death of an account owner; (2) there has been a forgery or fraud reported or committed involving your account at the Credit Union or at any other financial institution; (3) there is a dispute as to the ownership of the account or of the funds in the account; (4) any share drafts are lost or stolen; (5) there are excessive returned unpaid items not covered by an overdraft protection plan; (6) there has been a misrepresentation or any other abuse of any of your accounts; (7) we reasonable deem it necessary to prevent a loss to us. You may terminate a sole account by giving written notice. We reserve the right to require the consent of all owners to terminate a multiple owner account. We are not responsible for payment of any draft, withdrawal, or other item after your account is terminated, however, if we pay an item after termination, you agree to reimburse us. Your regular Credit Union share account cannot be closed by you until all amounts you owe the credit union are paid in full and all associated accounts that you have with the credit union is closed.

Death of a Sole Account Owner: We may continue to honor all transfer orders, withdrawals, deposits, and other transactions on a sole account until we receive notification of an account owner’s death. Once we are notified of a sole account owner’s death, we may pay drafts or honor other payments or transfer orders authorized by the

deceased account owner for a period of up to five (5) days after that date unless we receive instructions from any person claiming an interest in the account to stop payment on the drafts or other items. We may require anyone claiming a deceased owner's account funds to indemnify us for any losses resulting from our honoring that claim. This agreement will be binding upon any heirs or legal representatives of any sole account owner.

Endorsements: All check/share draft endorsements must be made in the first one and one-half inches of the trailing edge of the bank 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 IRA's and Keoghs, are insured separately up to \$250,000. Copies of the NCUA brochure, "How Your Accounts Are Federally Insured" are 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.

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 will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

REGULATION CC: Funds Availability Disclosures. Important information on deposits, holds and withdrawals

YOUR ABILITY TO WITHDRAW FUNDS AT YOUR CREDIT UNION

General Policy: Our policy is to make funds from your cash and check deposits available to you on the same business day that we receive your deposit. Electronic deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposit, every day is a business day, except Saturdays, Sundays and state and federal holidays. If you make a deposit before 5:00pm, on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00pm or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Reservation of Right to Hold: In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Depending on the type of check you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$200.00 (Two hundred dollars) of your deposit may be available immediately. If we are not going to make all of the funds from your deposit available on the same 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 one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will 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 check we cashed would have been available if you had deposited. If we accept for deposit a 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 us. 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 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:

- We believe a check you deposited will not be paid.
- You deposit checks totaling more than \$5,000.00 (five thousand dollars) on any day.
- You re-deposited a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- 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 seventh business day after your deposit.

Deposits at Automated Teller Machines: Funds from any deposits, whether cash, share drafts, or checks, made at automated teller machines (ATMs) which your Credit Union does not own or operate will not be available until the second business day after the day of your deposit. A Credit Union owned ATM is indicated by the name displayed on the welcome screen. Funds from any cash deposits, made at automated teller machines (ATM's) which your Credit Union owns will be available on the day of your deposit. Funds from any share draft deposit, made at an ATM which your Credit Union owns, will be available two business days after the initial deposit.

Deposits at Shared Branching Facilities: Funds deposited may not be immediately available. Check with your credit union for funds availability.

Special Rules for New Account: If you are a new member, the following special rules will apply during the first thirty (30) days your account is open.

Funds from electronic direct deposits to your account will be available to you on the day we receive the deposit. Funds from deposit of cash, wire transfers and the first \$5,000.00 (five thousand dollars) of a day's total deposit 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. The excess over \$5,000.00 will be available on the fifth business day after the day of your deposit. If your deposit of these checks (other than a US Treasury check) is not made in person to one of the Credit Union's employees, the first \$5,000.00 (five thousand dollars) will not be available until the second business day after the day of your deposit.

Funds from all other check or share draft deposits will receive a mandatory seven business days after the day of your deposit-we will not release the first \$200 on the first business day following the deposit.

Foreign Checks: Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U. S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. In general, 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 institutions upon which they are drawn. There is a \$5.00 fee per item presented for payment.

Share Draft Agreement with Limited Overdraft Transfer Clause:

You and other joint owners agree that:

- By signing the appropriate account documentation as provide 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.
- 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 transfer fee (\$3.00) 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;

- 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;
- Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or non-payment of a share draft;
- 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;
- Any objection respecting any item shown on monthly statements of the share draft account shall be waived unless made in writing to the Credit Union on or before the sixtieth day following the day of the statement is made.
- 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;
- 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;
- This agreement is subject to additional terms and conditions of any joint share account agreement that applies to a share account in the name of 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 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 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 withdrawals or receipt of any of them and payment to any of them or the survivor or survivor shall be valid and discharge the Credit Union from any liability of 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 not a 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.

**Rate and Fee Disclosures
Savings, Checking and Certificate Accounts**

This Rate and Fee Disclosure sets forth current conditions, rates, fees, and charges applicable to your Share Savings, Share Draft, and Certificate Accounts at Changing Seasons Federal Credit Union at this time. The Credit Union may offer other rates and fees or amend the rates and fees contained in this schedule from time to time without notice. Each account holder agrees to the terms set forth on this Rate and Fee Disclosure and acknowledges that it is a part of the Membership and Account Agreement. Please see website for current rates and terms. www.changingseasonsfcu.com

The following Rates and Fee Schedule are accurate and effective for accounts as of the date listed on the title page of this Account Contract:

Share, Share Draft, and Club Accounts					
	Dividend Rate	Annual Percentage Yield	Minimum Opening Balance	Dividends Compounded & Credited	Dividend Period
Shares	Website	Website	\$5.00	Monthly	Monthly
Share Drafts	0.00%	0.00%	\$0.00	N/A	N/A
Club Accounts	Website	Website	\$0	Monthly	Monthly
Money Market	Website	Website	\$2500.00	Monthly	Monthly
IRA Clubs, Traditional, Roth, SEP, Coverdell	Website	Website	\$500.00	Monthly	Monthly

Certificates of Deposit*				
Term	Dividend Rate	Annual Percentage Yield	Dividends Compounded & Credited	Dividend Period
6 Months	Website	Website	Monthly	Monthly
12 Months	Website	Website	Monthly	Monthly
24 Months	Website	Website	Monthly	Monthly
60 Months	Website	Website	Monthly	Monthly

*Other terms may be available. Please check our website or call us for additional information

Types of Certificates Offered:

- **Share Certificates** - Minimum Balance \$500.00
- **Monty Moose Certificates** - Minimum Balance \$150.00
- **Traditional IRA Certificate** – Minimum Balance \$500.00
- **Roth IRA Certificate** – Minimum Balance \$500.00
- **SEP & Coverdell IRA Certificates** – Minimum Balance \$500.00

Truth-in-Savings Disclosures

Except as specifically described the following disclosures apply to all of the accounts:

- **Rate Information:** The dividend Rate and Annual Percentage Yield on your accounts are set forth above. For all accounts except certificates, the Dividend Rate and Annual Percentage Yield may change at any time as determined by the Board of Directors. The dividend Rate for a particular tier will apply to the entire account balance if the account balance is within the balance range for that tier. The Dividend Rates and Annual Percentage Yields are the prospective rates as of the effective date shown above. For Certificate Accounts, the Dividend Rate and Annual Percentage Yield are fixed and will be in effect for the term of the account. For Certificate accounts, the Annual percentage Yield is based on an assumption that dividends will remain on deposit until maturity. A withdrawal of dividends will reduce earnings.
- **Nature of Dividends:** Dividends are paid from current income and available earnings after required transfers to reserves at the end of a dividend period. The Dividend Rate and Annual Percentage Yield set forth above are the rates and yield for the last dividend period as set forth above.
- **Compounding and Crediting:** Dividends will be compounded and credited as set forth above. For dividend bearing accounts, the Dividend Period begins on the first calendar day of the period and ends on the last calendar day of the period
- **Accrual of Dividends:** Dividends will begin to accrue on noncash deposits (e.g. checks) on the business day you make the deposit to your account. If you close your account before accrued dividends are credited, accrued dividends will not be paid.
- **Balance Information:** The minimum balance required to open each account and earn the stated Annual Percentage Yield is set forth above. If you do not maintain the minimum balance, you will not earn the stated Annual Percentage Yield. For all dividend bearing accounts, dividends are calculated by using the Average Daily Balance method, which applies a periodic rate to the average daily balance for the period. To determine the Average Daily Balance, we add up the principal in the account each day and divide that amount by the number of days in the period.
- **Account Limitations:** *Limitations for each account are set forth above.* For a Share Savings Account or Money Market 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.

- **Certificate of Deposit Account Features:** After your account is opened, you may not make additional deposits to a Certificate account.
 - **Maturity:** Your certificate account will mature on the maturity date set forth on your Account Receipt or Renewal Notice.
 - **Early Withdrawal Penalty:** We may impose a substantial penalty if you withdraw any of the principal before the maturity date, or the renewal date.
 - **Amount of Penalty:** Certificates with maturities 12 months or less will receive a penalty of 90 days' dividends. For certificates with maturities over one year, the penalty on your account is 182 days' dividends.
 - **How the Penalty Works:** This penalty is calculated as a forfeiture of part of the dividends that have been or would have been earned on the account. It applies whether or not the dividends have been earned. In other words, if the account has not yet earned enough dividends or if the dividend has already been paid, the penalty will be deducted from the principal.
 - **Exceptions to Early Withdrawals:** At our option, we may pay the account before maturity without imposing an early withdrawal penalty under the following circumstances: when an account owner dies or is determined legally incompetent by a court or other body of competent jurisdiction.
 - **Non-transferable/Non-negotiable:** Your account is non-transferable and non-negotiable. The funds in your account may not be pledged to secure any obligation of an owner, except obligations with the Credit Union.
 - **Notice:** If you have a dispute with your credit union regarding your deposit or share account, you may contact the credit union and attempt to resolve the problem directly. If the credit union fails to resolve the problem, communicate the problem and the resolution you are seeking to: Bureau of Financial Institutions, 36 State House Station, Augusta, Maine, 04333-0036. To file a complaint electronically, you may contact the Bureau of Financial Institutions at the following web address: <http://www.maine.gov/pfr/financialinstitutions/complaint.htm>. The 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 Bureau of Financial Institutions will refer it to the appropriate federal supervisory agency and inform you to whom it has been referred.

Fee Schedule

Checking Account Fees

Account Reconciliation	\$20.00	per hour
Insufficient Funds Items (NSF)	\$28.00	per item
Member Privilege	\$28.00	per item
Overdraft Transfer	\$3.00	per transfer
Copy of Share Draft	\$2.00	per copy
Stop Payment	\$25.00	per request
Check Printing	Pricing varies with style	

Other Service Fees (Applicable to all accounts)

Cashier Checks	1 Free per day, \$2.00 thereafter	
Stop Payment on Cashier's Checks	\$25.00	per request
Copy of Cashier's Check	\$2.00	per copy
Return Statement Fee	\$1.00	per statement
Statement Copy	\$5.00	per month copy
Deposited Item Return	\$15.00	per item
Wire Transfer (U.S. Outgoing)	\$20.00	per transfer
Wire Transfer (International Outgoing)	\$35.00	per transfer
Visa EMV Debit Card	First card free, \$15.00 per replacement card ordered	
Visa Gift Card	\$3.00	per card ordered
Visa Reloadable Card	\$6.00 per card ordered, \$3.00 per reload	
Visa Charge Back	\$25.00	per occurrence

Electronic Funds Transfer Fees

ATM Owned by Changing Seasons FCU and in SURF Network	FREE Deposits, Withdrawals, Inquiries, and Denials	
Debit Card Overdraft	\$28.00	per item
Pin-Based transactions (Debit Card)	10 Free per Month, \$1.00 per transaction thereafter	
Signature-Based Transactions (Credit)	FREE Anytime	

Electronic Funds Transfer (EFT) and Cardholder Agreement

This disclosure, required by law, is designed to give you information concerning your transfers (EFT's). This agreement covers EFT's made to or from your account without the use of a card or PIN.

- The Merchant 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
- Here are some of the types of EFT's 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 EFT's subject to this agreement.
- 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 account of yours or to those of a third party in any month. If you exceed these limitations, transfer transactions may be denied.
- There are no charges for EFTs or the right to make EFTs. However, a fee will be addressed 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. The business hours of the Credit Union are Monday-Wednesday, 9:00am to 5:00pm and Thursday-Friday, 8:00am to 5:00pm. EFT's 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, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day.
- Here is a summary of your right to receive documentation of EFTs:
Periodic Statement: Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item. However, we will continue to notify you of the receipt of payments in the periodic statement we provide to you. You will receive a quarterly account statement on your share account. You will receive a monthly statement on share draft accounts. You will receive a monthly account statement on share accounts if any EFT occurs during that month.

Notice of Credits: If you have arranged to have EFT deposits made to your account, you can call us at 207-945-6264 or 1-800-974-4475, to find out whether or not the deposit has been made.

- 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 207-945-6264 or 1-800-974-4475, or write to us at Changing Seasons Federal Credit Union, 115 Mecaw Rd., Hampden, ME 04444-1944 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 14 days after you call. Refer to the Rate and Fee Schedule for current fees.
- 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 or your Member Privilege limit.
 - If we have reason to believe that the transactions involving your account may be unauthorized, fraudulent, illegal, or otherwise improper.

- Here are the circumstances under which we will disclose information to third parties about your account of 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
- Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e., originator of the entry) shall not be deemed to have paid you in the amount of such entry.
- If your statement shows transfers you did not make or authorize, 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 if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason such as a long trip or hospital stay kept you from telling us, we will extend the time period.
- Error Resolution: Telephone or write us at the number and address shown at the beginning of this Agreement as soon as possible 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 longer than sixty (60) days after we send you the FIRST statement on which the problem or error appeared. Provide the following information:
 - Your name and account number;
 - Describe 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.
 - The dollar amount of the suspected error.

If you tell us orally, we may require that you send your complaint or questions 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, however, we may take up to forty-five (45) days to investigate your complaint or question. For international transactions, we may take up to ninety (90) days to investigate your complaint or question.

If we decide to do this, we will re-credit your account within ten (10) business days for the amount you think is in error so you will have use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and do not receive it within ten (1) business days, we may not re-credit your account.

If we decide that there was not an 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.

REGULATION J: FUNDS TRANSFER

You may desire to initiate a funds transfer using your credit union, and your credit union may receive funds transfers for credit to an account of yours at your credit union, or for further transfer on your behalf. Transfers sent or received by you or on your behalf may be by Fedwire. Regulation J governs Fedwire. In addition to the specific provisions of Regulation J, this part of the Agreement is applicable to all such funds transfers.

- **SECURITY PROCEDURES:** Your instructions specifying the terms and conditions of funds transfer will be verified according to your credit union's security procedure. In the event that you decline to accept the security procedure recommended by your credit union, you agree that any security procedure you select is commercially reasonable. You further agree that you will be bound by any instruction, whether or not authorized, which is issued in your name and accepted by your credit union in compliance with the security procedure. (In order to increase the security of member information and in response to recent changes in bonding coverage, the Credit Union has changed its procedures regarding funds transfers.) For all wire transfer requests taken in-person, members will be required to show government issued identification. For wire transfer requests that are not taken in-person (i.e., telephone, fax, and email), a member chosen password or a verification call back to a telephone number already in our data processing system will be required.

- **INCONSISTENCIES IN ORDERS:** You acknowledge and agree that your credit union and the beneficiary (funds transfer recipient) financial institution in the funds transfer may rely on the number in a payment order that identifies the beneficiary, even if it identifies a person different from the person identified by name in the payment order, if the beneficiary's financial institution does not know of this inconsistency. You also acknowledge and agree that your credit union may rely on a number in a payment order which identifies an intermediary financial institution or beneficiary's financial institution, even if it identifies a financial institution different from the financial institution identified by name in the payment order, if your credit union does not know of the inconsistency. Your credit union has no duty to detect any inconsistencies.
- **NOTICE:** For each funds transfer you receive at your credit union, you will receive notice of the transfer by having the amount received posted to your records or by some other mutually agreeable means. Your credit union is not required to give you a notice of receipt and will not do so. Your credit union will, however, notify you of the receipt of payments in any periodic statements that your credit union provides to you.
- **PROVISIONAL CREDIT:** Credit given by your credit union to you with respect to a funds transfer is provisional until your credit union receives final settlement for the transfer through the Federal Reserve Bank. If your credit union does not receive such final settlement, you acknowledge and agree that your credit union is entitled to a refund of the amount credited to you or your account(s) in connection with the transfer. In the event that your credit union does not receive final settlement, you acknowledge and agree that your credit union may reverse the entry on its records and adjust your account(S) accordingly. The party making payment to you via such transfer shall not be deemed to have given you the amount of the credit.
- **INTEREST AND/OR DIVIDEND:** If your credit union is obligated to pay interest or dividends with respect to any funds transfer, the amount payable shall be limited to the interest or dividend rate paid on the account to which the funds transfer is or should have been made or from which the transfer actually or should have occurred, as applicable.
- **INSTRUCTIONS:** Your credit union is not obligated to accept any instruction(s) from you relating to any funds transfer. If your credit union rejects a payment order you issue, you will be notified of the rejection in writing. The notice will be sent via the U.S. Postage Service, postage prepaid, to you at your address as listed in your credit union's records.

VISA Cardholder Agreement

Personal Identification Number (PIN): will be your "remote banking signature", and you are responsible for maintaining its confidentiality. The PIN should be memorized and not written, in order to prevent unauthorized use and so you may report its loss or theft accurately.

Authorized Use: Only you are qualified to deposit or withdraw funds to or from your account(s) with the use of the Changing Seasons FCU Visa Debit Card at participating merchants 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, PIN 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 ATM's, you can lose no more than fifty dollars (\$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 five hundred dollars (\$500.00).

If your statement shows a transfer that you did not make or authorize, tell us at once. If you DO NOT tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason such as a long trip or a 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.

Non-Visa PINLess Debit Card Transactions: We allow non-Visa debit transaction processing. This means you may use your Changing Seasons FCU 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 this is generally not known for having a card program). The non-Visa debit network for which such transactions are allowed is ACCEL®

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Changing Seasons FCU 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 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 procedure offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

Notification Procedure: If you believe your card, PIN 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 phone numbers or the address provided at the beginning of this agreement.

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 account, perform such other financial transactions as we may from time to time permit during the business hours of any remote financial facility. If you have a share draft account, you may use your card to withdraw from or make deposits to your accounts, perform such other financial transactions 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 Purchase). These Point-of-Sale purchases will be deducted from your share draft account.

If you have a share account only, you may use your card to withdraw from or make deposits to your accounts via ATM access only.

Limitation of Frequency and Amount of Transactions

Upon meeting specific Credit Union requirements and for the protection of our membership, our standard limits for the amount of each withdrawal from an account to THREE HUNDRED FIFTY DOLLARS (\$350.00) per day at a remote banking facility. You may purchase up to ONE THOUSAND DOLLARS (\$1,000.00) WORTH OF GOODS OR SERVICES EACH DAY IN OUR Point-of-Sale (POS) transfer service and purchase up to THREE HUNDRED FIFTY DOLLARS (\$350.00) for cardholder not present. Higher limits may be available for one-time purchases for up to a 24 hour purchase upon request.

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 Shares and Remote Banking Transactions: A transaction resulting in a withdrawal from your share draft account using the Changing Seasons FCU Visa Debit Card or other information which could provide electronic access to your account is considered the same as any other type of share draft in regard to our service charge formulas. The type of account determines if and when a fee will be assessed. All transaction fees will be deducted from your share draft account. If you do not have a share draft account, the fee(s) will be deducted from your share 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. To replace a lost or damaged card, you will be charged \$15.00 per card. Review the Rate and Fee schedule for additional information pertaining to the VISA Debit card.

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 are 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 1% International Transaction Fee.

When traveling or making purchases outside the United States; transactions may be denied due to a Foreign Country Block that is implemented. Contact the credit union to have this block temporarily removed.

Visa assessed surcharge/access fee for ATM or manual cash disbursement transactions initiated outside of the U.S. regions:* 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.

ATM Cash Disbursement Transaction Outside the U.S. Region without an Access/Surcharge Fee

Assessed: If a surcharge fee is not assessed on a qualified Visa and Plus ATM International and regional cash disbursement transaction, the ATM cash disbursement fee will be assessed based on the location of the Acquirer as follows: Asian Pacific, 0.52% + U.S. \$0.65; Canada, US \$1.25; Central/Eastern Europe, Middle East, and Africa, 0.42% + US \$0.55; Europe, US \$1.50; Latin America and the Caribbean, 0.52% + US \$0.65.

Conditions Under Which We will Disclose Information to a Third Party: You agree that we may, and you hereby authorize us to, disclosure information to third parties about your account(s) or the transfers you make (1) where it is necessary for completing transactions; (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 we have your written permission.

Documentation of Transfer: You can get a receipt at the time you make any transfer (except inquiries) involving your account using an ATM and/or Visa debit Point-of-Sale (POS) terminal. You will also receive on a monthly basis a statement of your account activity.

Error Resolution: this Section Applies to Consumer Accounts: Telephone or write us 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:

- Your name and account number.
- Describe 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.
- 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 ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 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 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) create a negative balance in your account, you agree to repay to us the amount of the overdraft, including customary and usual overdraft changes 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.

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 a change could 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 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. 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 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.

Funds Availability Policy

Federal Regulation CC, "Availability of Funds and Collection of Checks," establishes availability schedules under which financial institutions must make funds deposited into transaction accounts available for member withdrawal.

Our Funds Availability Policy is to allow you to withdraw funds deposited in your account on the first business day after the day we receive your deposit. Funds from electronic deposit will be available on the day we receive the deposit. In some cases, we may delay the ability to withdraw funds beyond the first business day. Then the funds will generally be available by the second business day after the day of the deposit.

Should an exception hold apply, the maximum hold on funds is seven business days.

Member Privilege

At times unanticipated expenses or unforeseen problems can leave you with too little cash in your checking account. Having a check returned due to insufficient funds can be a costly, inconvenient and potentially embarrassing experience. At Changing Seasons Federal Credit Union, we do not encourage overdrafts. As always, we encourage you to manage your finances responsibly. However, we want to save you from the additional merchant fees and possible damage to your credit history that might result if a check is returned. That's why we provide Member Privilege®, a special overdraft service for Changing Seasons Federal Credit Union members.

What is Member Privilege®? Member Privilege is a discretionary overdraft service requiring no action on your part. Your Member Privilege provides you a safety net up to an automatically assigned overdraft limit. For new members, Member Privilege will be available 30 days after account opening if account is in "good standing" as defined in this brochure.

How does Member Privilege® work? As long as you maintain your account in "good standing", we may approve your overdraft items within your current available Member Privilege® limit as a non-contractual courtesy. For member privilege consideration, your account is in "good standing" if you (1) make sufficient deposits to bring your account to a positive end-of-day balance at least once every 30 calendar days (including the payment of all credit union fees and charges); (2) avoid excessive overdrafts suggesting the use of Member Privilege® as a continuing line of credit; and (3) there are no legal orders, levies or liens against your account. Please note that the amount of the overdraft plus our Member Privilege® fee of \$28.00 for each item will be deducted from your overdraft limit. If the item is returned, the returned item NSF fee of \$28.00 will be charged on the overdraft balance. *Please refer to the member overdraft policy for additional details.*

What is my Member Privilege® limit? If I have two checking accounts, can I get Member Privilege on both? Your Member Privilege limit is \$350.00. If you have multiple accounts for your household, you may have a limit on all eligible accounts.

What does my Member Privilege® cost? There is no additional cost associated with this privilege unless you use it. You will be charged our Member Privilege fee of \$28.00 for each overdrawn items created by a traditional paper-based check, a teller withdrawal, an automatic payment (ACH) transaction, or a recurring debit card payment. Also, if you have requested us to do so, we may authorize and cover ATM transfers or withdrawals and everyday debit card purchases. For example, three paid items in one day will result in the \$75.00 in member privilege fees. To help you manage your account, the total fees you have paid for items (both paid and returned) during the current month and for the year-to-date will be reflected on your monthly check statement.

How do I know when I use the overdraft limit? You will receive an overdraft notice each time items are paid, including fees. You will need to subtract the total fees when balancing your checkbook.

What if I go beyond my Member Privilege limit? Overdrafts above and beyond your established Member Privilege limit may result in checks or other items being returned to the payee. The returned item NSF fee of \$28.00 will be charged per item and assessed to your account. An NSF notice will be sent to notify you of items paid and/or returned.

How quickly must I repay my Member Privilege? You should make every attempt to bring your account to a positive end-of-day balance as soon as possible, and must do so within 30 calendar days. If you are not able to do so, you will receive a letter from the credit union informing you that your Member Privilege limit has been suspended and additional items will be returned.

What are some of the ways I can access my Member Privilege limit? Will my limit be reflected in the balance I receive? The chart below shows the different ways you can access your Member Privilege limit and indicates whether or not this limit will be reflected in the balance provided.

Access Points	Is My Member Privilege Available?	Does the balance provided reflect my Member Privilege Limit?
Teller	Yes	No
Writing a Check	Yes	N/A
Debit Card (recurring)	Yes	N/A
Debit Card (everyday)	No**	N/A
ATM Withdrawal	No**	N/A
Apple Pay	No**	N/A
ACH-Auto Debit	Yes	N/A
Online Banking	Yes	No
Bill Pay	Yes	N/A

**Member Privilege service will be made available for ATM or everyday debit card transactions upon request. Call 207-945-6264 to arrange for your ATM and debit card coverage.

What are some other ways I can cover overdrafts? The best way to avoid overdrafts and fees is to keep track of your account balance by entering all checks, debit card purchases, and ATM withdrawals in your check register; reconcile your account regularly and manage your finances responsibly. However, if a mistake occurs, the credit union offers additional ways to cover overdrafts in addition to Member Privilege®.

Ways to cover overdrafts at Changing Seasons FCU	Example of Associated Fees
Good account management	\$0
Link to savings account	\$3.00 transfer fee for each item
Overdraft line of credit	16% APR*
Member Privilege	Fee of \$28.00 for each item

*Annual Percentage Rate

What if I do not want to have Member Privilege on my checking account? Member Privilege costs you nothing unless you use it. However, if you would like to have this service removed from your account, please call 207-945-6264.

Member Privilege® Overdraft Policy

An insufficient balance can result from several events, such as (1) the payment of checks, electronic funds transfers or other withdrawal requests; (2) payments authorized by you; (3) the return of unpaid items deposited by you; (4) credit union service charges; or (5) the deposit of items which, according to the credit union's Funds Availability Policy, are treated not as yet available or finally paid. We are not obligated to pay any item presented for payment if your account does not contain sufficient funds. However, if you maintain your account in good standing, we may approve your overdrafts within your current available Member Privilege limit as a non-contractual courtesy.

Your account is in good standing if you (1) demonstrate responsible account management-such as making regular deposits to bring your account to a positive end-of-day balance at least once every 30 days (including the payment of all credit union fees and charges; (2) avoid excessive overdrafts suggesting the use of Member Privilege as a continuing line of credit, and (3) have not legal orders, levies or liens against your account.

In addition, based on our review of your account management, if we determine you may be using Member Privilege as a regular line of credit by creating excessive overdrafts, we may suspend the privilege without any prior notice. In the normal course of business, we generally pay electronic transactions first and then checks (low dollar amount to high dollar amount). We reserve the right to change the order of payment without notice to you if we suspect fraud or possible illegal activity affecting your account. Also, please be aware that the order of item payment may create multiple overdrafts during a single banking day for which you will be charged our Member Privilege fee of \$28 for each overdraft paid.

You may opt out of the privilege at any time, but you are responsible for any overdrawn balances at the time of opting out. Normally, we will not approve any overdraft for you in excess of the predetermined amount assigned to your account type. So as not to exceed your limit, please note that the amount of the overdraft plus the credit union's Member Privilege fee of \$28 (per item) will be deducted from the overdraft limit. We may refuse to pay an overdraft for you at any time even though we may have previously paid overdrafts for you. You will be charged a NSF of \$28 for each item returned. You will be notified by mail of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts plus our Member Privilege fee of \$28 and/or NSF fee of \$28 that you owe us shall be due and payable upon demand. If there is an overdraft paid by us on any account with more than one owner on the signature care, each owner and agent, if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdraft plus or

Member Privilege fee of \$28. Member Privilege should not be viewed as an encouragement to overdraw your account. As always, we encourage you to manage your finances responsibly. If you would like to have this service removed from your account please call 207-945-6564 to talk with a staff member.

Please note that your Member Privilege limit may be available for each item paid under the limit created by checks and other transactions made using your checking account, such as a teller withdrawal, an automatic payment (ACH) transaction, or recurring debit card payment. Also, at your request, we may authorize and pay ATM transfers or withdrawals and everyday debit card purchases using your limit. The limit will not be included in the balance provided during an inquiry.

LIMITATIONS: Member Privilege is a not-contractual courtesy that is available to individually/jointly owned accounts in good standing for personal or household use. We reserve the right to limit participation to one account per household and to suspend, revoke, or discontinue this service without prior notice.

JWAALA Online Banking and Mobile Banking Disclosures

JWAALA ONLINE BANKING and MOBILE BANKING AGREEMENT & DISCLOSURES

We are Changing Seasons Federal Credit Union (CSFCU), referred to as "we", located at 115 Mecaw Road, Hampden Maine 04444-1944, and our phone number is 207-945-6264 or 800-974-4475. "You" refers to the member-owner(s) of a savings account who has requested JWAALA Online Banking, Mobile Banking, Account Alerts, and/or CU e-statements in connection with that account and any sub-account. All terms and conditions described in this agreement apply to Mobile Banking as well.

Passwords: Your password will be your "remote banking signature," and you are responsible for maintaining its confidentiality. The password should be memorized and not written, in order to prevent unauthorized use.

Authorized Use: You are authorized to transact on your account(s) with the use of your password. If you provide your password to a third party or another individual, you will be responsible for all losses that occur as a result of this action. You cannot disclaim responsibility by notifying us, but we will block the account in attempt to prevent future losses if you so request.

Joint Accounts: The JWAALA Online Banking and Mobile Banking sign on is issued only to the first member named on a savings account and offers access to other accounts owned by that member. Should you disclose your sign on information and/or password to any joint account holder of your savings account; the joint account owner 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).

Consumer Liability for Unauthorized Members On-line Transactions: Tell us at ONCE if you believe your Password has been LOST or STOLEN. Immediate notification 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 and Member Privilege amount, 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 password without permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your password and we can prove that we could have stopped someone from using your password without your permission if you had told us, you could lose as much as FIVE HUNDRED DOLLARS (\$500.00). Also, if your statement shows a transfer that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as along trip or hospital stay) kept you from telling us, we will extend the time periods. **We are liable only for losses, in excess of the amounts stated.**

Notification Procedure: If you believe that your Password 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 the Agreement, email us at info@changingseasonsfcu.com, or write us at the address given at the beginning of this Agreement. Business Hours – Our business hours are Monday - Wednesday 9:00am – 5:00pm, Thursday & Friday 8:00am – 5:00pm; excluding holidays.

Types of Transactions Available: You may use your Password with the JWAALA Online and Mobile Banking service to obtain account information related to any of your savings and loan accounts regarding current balances, and account history; YTD and prior year dividends earned and interest paid on each account, and Certificate Maturity date(s). You may also make transfers to other savings or checking accounts of yours, withdraw funds from savings and checking by check made payable to you and mailed to you at your mailing address, make loan payments from any savings or checking account to any loan account you have access to and request stop payments on checks drawn on your account(s). Stop payment requests can only be honored during our business hours listed above. We reserve the right to deny you requested services, with or without notice or cause.

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 received when you opened the account and any amendments to that schedule. You may transfer up to the balance in your account at the time of the transfer, except as limited under other agreements. We reserve the right to refuse any transaction that would draw upon insufficient funds or lower an account below a required balance. Online and Mobile Banking transactions may be made at any time, seven (7) days a week unless the service is unavailable due to complete back-up procedures or maintenance.

Important Notice: Recurring Transfers where the scheduled date falls on a Sunday or on a holiday will occur the next business day.

Fees and Charges: Transactions involving your account(s) via JWAALA Online and Mobile Banking are considered the same as any other transaction in regard to service charges, overdrafts and other fees, terms and conditions as set forth in your account agreement(s). There is currently no fee for use of Online Banking, Mobile Banking, CU e-statements and Account Alerts, however, the Credit Union reserves the right to impose fees or to subsequently change any fee structure.

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 a transaction that updates your account, 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.

Error Resolution: 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 transfer listed on the statement. 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) describe 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 ten (10) 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 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 for the amount you think is in error, so you will have the use of the money during the time it takes 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.

Cancellation: We may cancel your Online and/or Mobile Banking at any time without notice or cause. You may cancel this Agreement at any time providing us with oral 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.

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 Credit Union Online 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. -Access to the Service may be unavailable at certain times for the following reasons: **Scheduled maintenance**-There will be periods when systems require maintenance or upgrades; **Unscheduled maintenance**-Service may be unavailable when unforeseen maintenance is necessary, or **System outages**-Major unforeseen events, including, but not limited to: earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages that may cause system unavailability. CSFCU will make all reasonable efforts to ensure the availability of the Service. However, CSFCU is in no way liable for the unavailability of the CU e-statement Service or any consequential damages that may result.

Modification: This Agreement may be amended by us 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 in any term or condition of this Agreement.

First-Time Online Banking Users: Please go to our website and www.changingseasonsfcu.com to start your Online Banking Registration. You will need your account number and a valid email address on file with the credit union to begin.

MOBILE BANKING: By enrolling in Online Banking, you will automatically have access to your account via our Mobile Banking product. We provide Mobile Apps for iPhone, iPad, and Android devices as well as many other mobile devices: the App is available for the iPhone, iPad, and iPad touch in the iTunes store or for Android powered devices go to the Android Market. If there is not an application available for your device, we provide a browser based path to access your accounts. This can be accessed by typing <https://m.mobile.changingseasonsfcu> into your phone's browser. If an App is available to you for your device other than an Android or iPhone, you will be offered to download the specific App when selecting Mobile Banking from the landing page.

ACCOUNT ALERTS: Participants in the Account Alerts Program do so voluntarily and at their own risk. The Credit Union disclaims any responsibility or liability for any failure to transmit an Account Alerts for any reason. The use of Account Alerts is not intended to create any obligations or duties on behalf of the Credit Union. By using Account Alerts, you acknowledge and agree to this disclaimer, to release, discharge and indemnify the Credit Union for claims associated with such use. Alerts will be sent to the notification method you have selected when setting up the alert within the Members Online Home Banking portal. It is your responsibility to update the notification email address or mobile phone number by logging into your online banking and modifying the Account Alerts.

CU e-statement – AGREEMENT AND DISCLOSURE

1. Electronic Statement: This Agreement governs the CU e-statement service provided by Changing Seasons FCU. Please read it carefully. In this Agreement, the words “you”, “your”, and “yours” mean each and every one who utilizes CU e-statements. The words “we”, “us”, “our”, “CSFCU” and “Credit Union” mean Changing Seasons Federal Credit Union. The words “the Service” refer to CU e-statement Service. The credit union provides you with monthly and/or quarterly statements of your account(s) at the Credit Union. These statements include certain disclosure required by Federal and State regulators. The Credit Union will provide you with your statements, with applicable disclosures, electronically in accordance with the provision of this Agreement. The statements and disclosures provided to you electronically are called the “CU e-statement.” The “CU e-statement 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 in connection with the service. The terms and conditions included in this Agreement are in addition to the terms and conditions of any and 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 conditions which may be added to this Agreement because of future enhancements to the service.

2. Services: Through Jwaala Online Banking, you can access your CSFCU statement 24 hours a day, seven days a week (as long as the Service is available). You also have access to the quarterly member newsletter, inserts, etc.

3. 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. In order to obtain a paper copy of your electronic statement, contact Member Services (a fee is charged per copy, per month requested).

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 contact Member Services in writing.

c) *Duration of Consent:* Your consent to have your statements 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.

4. Minimum System Requirements: *Changing Seasons FCU JWAALA ONLINE is supported on the following browsers: Internet Explorer 8+, Firefox 3.5+, Chrome and Safari. If you are having any issues with the site, please update your browser to a supported version.*

5. Consent: In order to obtain your statements electronically, you must signify your consent in a manner that reasonably demonstrates that you can access the statements electronically. The Credit Union will provide you with instructions as to the procedure for such consent.

6. Termination for Agreement and Service: You may cancel this Agreement and terminate the service at any time by withdrawing your consent under paragraph 3b of this Agreement. The Credit Union may terminate this Agreement or the Service at any time by giving you 30 days' notice in writing or electronically. Termination of this Agreement and/or the services will not affect obligations to the Credit Union that are outstanding as the date of termination.

7. Amendments: The Credit Union may amend this Agreement at any time. You will receive notice of any such amendments in accordance with applicable law.

NOTE: CU e-statements are only available through Online Banking.

Miscellaneous Information

CTR Reference Guide

Why does Changing Seasons FCU ask for identification and personal information? Federal law requires that financial institutions report currency, such as cash and/or coin, transactions over \$10,000 conducted by or on behalf of one person as well as multiple parties and transactions that could aggregate to over \$10,000 in a single day. Transactions of this type are reported on a Currency Transaction Report (CTR). To comply with this law, Changing Seasons Federal Credit Union may obtain personal identification information about the member(s) or non-member(s) conducting the transaction. A social security number as well as a driver's license or other government issued document may be presented for identification.

Can I break up my currency transactions into multiple, smaller amounts to avoid a CTR being filed? No, this is called "structuring". Federal law makes it a crime to break up transactions into smaller amounts for the purpose of evading a CTR filing. Structuring transactions to prevent a CTR from being reported can result in imprisonment for not more than five years and/or a fine up to \$250,000. If structuring involves more than \$100,000 in a twelve month period of time or is performed while violating another law of the United States, the penalty is doubled.

For further information, contact FinCEN's Regulatory Helpline at 1-800-949-2732 or visit www.fincen.gov.



MEMBERSHIP AND SHARE ACCOUNT AGREEMENT

Primary Member:

Birthdate:
SSN/TIN:

Joint Account Owner:

Birthdate:
SSN/TIN:

Changing Seasons FCU is hereby authorized to recognize any of the signatures subscribed hereto on this agreement in the payment of funds or the transaction of any business for this account. If this account is opened "online or electronically" you consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or resulting contract between you and Changing Seasons FCU.

The joint owners of this account hereby agree with each other and with said Credit Union that all sums now paid in on shares, or heretofore or hereafter paid in on shares by any or all said joint owners to their credit such as joint owners with all accumulations thereon, together with the proceeds of any insurance on said account, are and shall be owned by them jointly and be subject to the withdrawal or receipt of any of them, and payment of any of them. On the death of a joint owner, the balance in the account will belong to the surviving joint owner(s). If I establish a Share Draft Account, the Credit Union is authorized to pay share drafts (checks) signed by me (or by any of us, if this agreement is signed by more than one person) and to charge the payments against the Share Draft (checking) Account.

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

The right or authority of the Credit Union under this agreement shall not be changed or terminated by said owners, or any of them, except by written notice to and consent of said Credit Union which shall not affect transactions theretofore made.

I hereby make application for membership and agree to the terms and conditions of the Membership and Account Agreement, Truth in-Savings Rate & Fee Schedule, Funds Availability Policy Disclosure, and conform to its laws and amendments thereof and subscribe for at least one share.

I acknowledge receipt of the disclosure(s) applicable to all accounts and/or services herein. If any EFT service is requested and provided, I agree to the terms and acknowledge receipt of the Electronic Funds Transfer Agreement. I understand and agree that the USA PATRIOT ACT obligates all persons seeking to open an account to fully comply with the identity verification requirements of the Bank Secrecy Act, as amended from time to time. TRANSACTIONS TO/FROM ANY ACOCUNTS MAY BE LIMITED UNTIL ID VERIFICATION OF ALL APPLICABLE PERSONS IS COMPLETED.

The credit union may suspend any privileges I or any joint owner(s) may have for remote transaction services including, but not limited to audio response, home banking, mobile banking, and ATM/Visa® Check Card services, in the event that I/we become delinquent on any loan or other obligation that I/we may have with the credit union.

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.

Member Signature

Date

Joint Account Owner's Signature

Date

Membership Officer

Date

TIN CERTIFICATION AND BACKUP WITHHOLDING

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

TIN CERTIFICATION AND BACKUP WITHOLDING

Primary Member:

SSN/TIN:

By signing below, I certify, in accordance with IRS W-9 instructions provided by the Credit Union on previous pages and under penalties of perjury, that the Social Security Number (SSN)/Taxpayer Identification Number (TIN) shown is my/the correct identification number and I am NOT, unless designated below, subject to backup withholding because I have not been notified that I am subject to backup withholding as a result of failure to report all dividends or interest, or because the IRS has notified me that I am no longer subject to backup withholding.

I am subject to backup withholding

I am tax exempt

I am not a United States citizen or resident

I am exempt from FACTA reporting

Member Signature

Date