

Electronic Funds Transfer And Cardholders Agreement

We are the KSW Federal Credit Union at 222 College Avenue, Waterville, Maine 04901 and our telephone number is (207) 872-5602.

You (if this is a joint account, singular pronouns shall include each of you) hereby agree to the rules and regulations affecting the issuance of the "CU24SM Visa[®] Debit Card" provided by us for your convenience.

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 CU24 Visa Debit Card at participating merchant or financial institution locations or remote facilities, and positive identification may be requested by the participating merchant or financial institution prior to any transaction. You agree that you will not use or allow anyone else to use your card or PIN for any transaction that is illegal under applicable federal, state, or local law.

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 or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down.

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. You could lose all the money in your account (plus our maximum overdraft line of credit), if you tell us within 2 business days after you learn the loss or theft of your card, you can lose no more than \$50 if someone used your card without your permission.

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

Also, if your statement shows transfers that you did not make, including those made by the card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. 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 Visa Debit Card on a PIN-Debit Network (a non-Visa network) without using a PIN to authenticate your transactions. (Visa rules generally define a PIN-Debit Network as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.) The non-Visa debit networks for which such transactions are allowed are PLUS[®] and ACCEL[®].

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

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller (possibly via telephone, internet, or kiosk locations), responding to a

logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through the use of a PIN.

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

Notification Procedure – If you believe that your card, PIN, or other information which could provide electronic access has been LOST or STOLEN, or that someone has transferred or may transfer money from your account without permission, call us at the number shown at the beginning of this Agreement, or after business hours please call 1-800-472-3272 or write us at the Credit Union.

Business Days – Our business days are: Waterville, Monday thru Friday 8:00 a.m. - 5:00 p.m., excluding state and federal holidays, and Belfast, 8:00 a.m. - 5:00 p.m., excluding state and federal holidays.

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, and 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 purchases). These Point-of-Sale purchases will be deducted from your share draft account.

Limitation on Frequency and Amount of Transactions – For the protection of our members, we have limited the amount of each withdrawal from an account to FIVE HUNDRED DOLLARS (\$500.00) per day at a remote banking facility. You may buy up to TWO THOUSAND DOLLARS (\$2,000.00) worth of goods or services each day in our Point-of-Sale (POS) transfer service.

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

Charge for Originating Shares & Remote Banking Transaction – A transaction resulting in a withdrawal from your share draft account using the CU24 Visa Debit Card or your PIN or other information which could provide electronic access to your account is considered the same as any other type of withdrawal or deposit 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, they will be deducted from your share account. Please contact the credit union for current charges.

Fees – Replacement card fee is \$15.00; overdraft fee is \$30.00; draft retrieval fee is \$6.00. POS transactions are unlimited. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

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 1% for international transactions that do not involve currency conversions.

The exchange rate for transactions in a foreign currency will be a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date. This rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date plus the 1% International Transaction Fee.

Visa assessed surcharge/access fee for ATM or manual cash disbursement transactions initiated outside of the U.S. region: Visa assesses a cash disbursement fee of 0.15% + US \$0.50 on international ATM transactions where a surcharge fee has been assessed. The 0.15% applies to the amount of cash disbursed and not the surcharge/access fee. In other words, if \$200 is disbursed

and a \$3.00 surcharge fee is applied, the 0.15% will be based on the \$200.

Visa Cash Disbursement Transactions 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% + US \$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, disclose information to third parties about your account(s) or the transfers you make (1) where it is necessary for completing transfers; (2) in order to verify the existence and condition of your accounts for a third party, such as a credit bureau or merchant; (3) in order to comply with government agency or court orders as permitted by law; or (4) if you give us your written permission.

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

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

- (1) Your name and account number.
- (2) 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) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. For new accounts, Point-of-Sale or international transactions, we may take up to ninety (90) days to investigate your complaint or question.

If we decide to do this, we will credit your account within ten (10) business days (five (5) business days for Visa[®] Debit 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 withdrawals(s) creates a negative balance in your account, you agree to repay to us the amount of such overdraft, including customary and usual overdraft charges in the same manner as any other overdraft on such an 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 shall 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.

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