

Electronic Banking

Electronic Services provided by MSCU including Online Advantage + and MSCU Mobile enable you to do your banking from the comfort of your home or on the go.

Online Advantage + is a home banking service that lets you use your computer to perform many functions including:

- Get current account balances
- View account histories
- Make transfers between accounts and pay loans including Mortgages
- Request a check
- Download transaction history into personal financial software (*Intuit* Quicken® or csv files)
- Obtain tax information
- Obtain direct deposit information
- Communicate with your credit union via secure e-mail

MSCU Mobile allows you easy access to your account information, enabling you to transfer funds or find a branch or ATM with your mobile device. With MSCU Mobile you can perform the most important functions of home banking on your internet enabled phone. Any mobile phone that can access the internet can use MSCU Mobile.

Online Advantage +

Agreement & Disclosure. We are Maine State Credit Union, referred to as “we”, located at 200 Capitol Street, Augusta, Maine 04330 and our phone number is 800-540-8707.

“You” refers to the member-owner(s) of a savings account who has requested Online Advantage + in connection with that account and any sub-account. You agree to the rules and regulations affecting the use of the personal identification number and Online Advantage + service provided by us for your convenience.

Access Code – The access code will be your “remote banking signature,” and you are responsible for maintaining its confidentiality. The access code should be memorized and not written, in order to prevent unauthorized use and so you may report its loss or theft accurately.

Authorized Use – You are authorized to withdraw funds from your account(s) with the use of your access code. If you provide your access code 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 an attempt to prevent future losses if you so request.

Joint Accounts – The Online Advantage + access code is issued only to the first member named on a savings account and offers access to other accounts owned by that member. You should not disclose your access code to any joint account holder of your savings account. If you do, the joint account holder 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 Online Advantage + Transactions –

Tell us at ONCE if you believe your ACCESS CODE has been LOST or STOLEN. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit, if applicable. If you tell us within two (2) business days, you can lose no more than FIFTY DOLLARS (\$50.00) if someone used your access code without permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your access code and we can prove that we could have stopped someone from using your access code without your permission if you had told us, you could lose as much as FIVE HUNDRED DOLLARS (\$500.00). Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days

after the statement was sent to you, you may not get back any money you lost if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as long trip or hospital stay) kept you from telling us, we will extend the time periods. We are liable only for losses in excess of the limits stated.

Notification Procedure – If you believe that your access code has been LOST or STOLEN, or that someone has transferred or may transfer money from your account without permission, call us at the number shown at the beginning of this Agreement, or write us at the address given at the beginning of this Agreement.

Types of Transactions Available – You may use your access code with the Online Advantage + service to obtain account information related to any of your savings and loan accounts regarding current balances and account history; savings dividend rates; 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 or such accounts you have authorized in writing prior to such transfer request, 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, order checks, and request stop payments on checks drawn on your account(s). Stop payment requests can only be honored during our business hours listed on the back panel of this brochure.

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 Advantage + transactions may be made at any time, seven (7) days a week, unless the service is unavailable due to computer back-up procedures or maintenance.

Fees and Charges – Transactions involving your account(s) via Online Advantage + 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 CUE-Statements, Online Advantage + or termination thereof. However, MSCU reserves the right to impose fees or to subsequently change any fee structure.

Conditions Under Which We Will Disclose Information To A Third Party –

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

Documentation and Verification of 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.

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) 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 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 re-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.

Cancellation – We may cancel your Online Advantage + privileges at any time without notice or cause. You may cancel this Agreement at any time by providing us with written 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 Online Advantage + system was not working properly and you knew it was not working properly when you started the transfer. 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:

- 1.) Scheduled maintenance. There will be periods when systems require maintenance or upgrades;
- 2.) Unscheduled maintenance. Service may be unavailable when unforeseen maintenance is necessary; or,
- 3.) System Outages. Major unforeseen events, including, but not limited to: earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages, which may cause system unavailability. MSCU will make all reasonable efforts to ensure the availability of the Service. However, MSCU is in no way liable for the unavailability of the Cue-Statements 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.

Mobile Banking Services

Agreement & Disclosure

The following terms and conditions apply to the Mobile Banking service.

1. Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your account information, transfer funds, and conduct other banking transactions. To utilize the Mobile Banking service, you must be enrolled to use Online Banking.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We also reserve the right to modify the scope of the service at any time.

We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and

modify or cancel the Mobile Banking services we offer without notice, except as may be required by law.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the service may not be supportable for all devices. The credit union cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

2. Use of Service. In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your device and we will not be liable to you for any losses caused by your failure to properly use the service or your device.

3. Other Agreements. You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements. The credit union, except as expressly otherwise stated herein; and with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other banking product accessed through this service is also subject to the Membership and Account Agreement, Electronic Funds Transfer Agreement and Disclosure, Online Banking Agreement, Account Rate and Fee Disclosures, and your loan agreements. You should review the account disclosures carefully, as they may include transaction limitations and fees which might apply to your use of Mobile Banking.

4. Permitted Mobile Banking Transfers: Transactions in Mobile Banking are subject to the terms and limitations disclosed in the Membership and Account Agreement, Electronic Funds Transfer Agreement and Disclosure, Account Rate and Fee Disclosures, and your loan agreements. You may transfer or withdraw up to the available balance in your account at the time of the transfer, except as limited under this agreement or your deposit or loan agreements. The credit union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may process transfers that exceed your available balance at our discretion. If we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit, you agree to cover any overdraft amount plus any applicable fees. We may limit the type, frequency and amount of transfers for security purposes and may change or impose the security limits without notice, at our option. You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

5. You represent and agree to the following by enrolling in Mobile Banking or by using the Service:

I. Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will

use to access Mobile Banking.

II. User Security. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

III. User Conduct: you agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

IV. No Commercial Use or Re-Sale. You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

V. Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless the credit union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (i) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the service; (ii) your violation of any law or rights of a third party; or (iii) your use, or use by a third party, of Mobile Banking.