

We are Bangor Federal Credit Union, referred to as “we”, “us”, “our” or “Credit Union”. “You” and “your” refers to the member-owner(s) of a savings account who has requested to register for the Service. “Computer” refers to your computer or other internet access device, any software, and the related equipment.

This Agreement between you and Bangor Federal Credit Union governs your use of the Bangor Federal Online Banking and Mobile Banking Services (the “Service”), as well as any transactions (“online transactions”) that you may initiate with and/or request from the Credit Union through the Service. The Service permits you to perform a number of banking functions linked to the Service through the use of a personal computer or other capable electronic device. If you do not agree with the terms and conditions of this Agreement (as may be amended from time to time), you may not use the Service. By using the Service, you acknowledge that you have read, understood and agree to the terms and conditions related to the Service and any online transactions you initiate through the Service. You also agree to any changes in such terms and conditions, as of their effective date, which applies to the use of the Service by you and any others whom you permit to use the Service. We recommend that you print or retain a copy of this Agreement for your records. By continuing the registration process, you affirmatively consent to the electronic delivery of these terms and conditions, any confirmations for online transactions you may initiate and any change in term notices.

This Agreement constitutes the entire agreement between you and the Credit Union with regard to your use of the Service. However, your use of the Service may be affected by other agreements between us governing your deposit, loan or other accounts. When you link accounts to the Service, this does not change the agreements you already have with us governing those accounts. For instance, when you use the Service to access a line of credit account, you do so under the terms and conditions governing that account. You should review those agreements for any applicable fees, for limitations of types or quantity of transactions you can make, and for other restrictions that might impact your use of that account through the Service.

**Computer Requirements**—In order to use the Service, you will need a computer or other capable electronic device and related Internet access equipment, and a Bangor Federal Username and Password. Your internet or other web browser software must support a minimum 128-bit SSL encryption and other security measures as we may require from time to time. Your browser must be one that is supported by us for optimal performance. You are responsible for the installation, maintenance and operation of the Computer and all related charges. It is your responsibility to install and maintain appropriate malware protection software on your Computer or Mobile Device to help safeguard your online activity. We are not responsible for any errors or failures caused by any malfunction of your Computer or any Computer or Mobile Device virus or related problems that may be associated with access to or use of the Service or the Computer or Mobile Device. We also are not responsible for any losses or delays in transmission of information you provide to us or otherwise arising out of or incurred in connection with the use of any Internet or other service provider providing your connection to the Computer or the Internet.

**Your Internet Banking Username and Password**—Your username and password will be your “remote banking signature,” and you are responsible for maintaining its confidentiality. The username and password should be memorized and not written, in order to prevent unauthorized use. You may change your username and password at any time. When doing so, you agree that you will not use combinations that are easily guessed (such as your phone number, date of birth, or Social Security number). You also acknowledge and agree that if you permit another party(ies) to use your Bangor Federal username and password to access the Service, or otherwise authorize them to use the Service, you are responsible for any and all online transactions that party(ies) makes from your account, even if it exceeds your authorization. We may follow and comply with any online transaction instructions entered using your Bangor Federal username and password.

**Joint Accounts**—For joint accounts using the Service, we may act on the verbal, written or electronic instructions of any authorized signer on those accounts. You agree to provide a copy of this Agreement to each account owner. Each owner of an account is authorized to access all of the available funds held in that account and any subaccounts or loan accounts through the Service.

**Business Days**—Please refer to our Membership Agreement and Disclosures for a current list of business days.

**System Availability**—From time to time access to the Service may be unavailable due to scheduled or unscheduled maintenance, technical difficulties, power failures, problems with internet service, or system outage. We will make every reasonable effort to make the system available. However, we are in no way liable for the unavailability of the Service or any damage that may result from unavailability of the Service.

**No Waivers**—No delay or waiver by us of any power, right, remedy or obligation under or in connection with this Agreement on any one occasion shall constitute a waiver on any later occasion. No such delay or waiver by us is effective unless it is in writing and signed by us.

**Severability**—If any term or condition of this Agreement is held void or unenforceable by a court of competent jurisdiction, or any governmental agency, that term or condition will be considered enforceable to the extent permitted by such court or agency, and the term or condition shall no longer be treated as part of this Agreement. However, all other terms and conditions of this Agreement will remain in full force and effect.

**Types of Transactions Available**—By enrolling for the Service, your accounts will be accessible through Bangor Federal's Online Banking as well as our Mobile Banking products. The types of transactions and features in these products may not be the available in both products. You may use your username and password with the Service to transfer funds between your eligible Bangor Federal

accounts on either a one-time or recurring basis; view current balance and transaction information for your Bangor Federal checking, money market, share, certificate and loan accounts. You can also send us email messages regarding your accounts, and download account information for use with other systems such as Microsoft Money or Quicken. Transfers to and from IRAs are not permitted online. You will also have access to eStatements, eAlerts, order checks, retrieve copies of checks drawn on your account, and the ability to apply for a loan or to open additional deposit accounts through the Service. You may also apply for other services that we offer, including but not limited to Bill Pay and Visa Debit Cards. These requests for new services can only be processed during our business days listed in the "Business Days" section. We reserve the right to deny you these requested services, with or without notice or cause. We may add features or modules related to the Service from time to time at the Credit Union's sole discretion. The use of certain features or modules related to the Service, including new services, may incur fees or other charges.

**Fees**—Members are not assessed a monthly charge for the use of the Service. However, online transactions involving your accounts via the Service 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). See our Fee Schedule for fee information. Additional fees may be assessed from time to time for features added to the Service.

**Optional Account Alerts**—The Service provides optional account alerts that must be activated by you. Alerts allow you to choose the alert messages for your accounts. We may add or remove alerts from time to time. If you have opted to receive an alert that is being canceled, we will notify you by means that we deem appropriate. Each alert may have different options available, and you can select from among these options upon activation of your Alerts service.

Optional Alerts are subject to the following:

- a. Electronic alerts will be sent to the email address you provide upon enrollment in the alert service. If your email address changes, you are responsible for updating that information.
- b. You understand and agree that your alerts may be delayed or prevented by many factors. The Credit Union will use commercially reasonable efforts to provide you with alerts in a timely manner with accurate information. We neither guarantee the delivery nor the accuracy of the contents of the alerts. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alerts; for any errors in the content of an alert, or for any actions taken or not taken by you or any third party as a result of an alert. You agree that we are not responsible for any costs or fees incurred as a result of alerts provided.

The alerts are not encrypted. We will not include your Username or Password or your full account number(s). However, alerts may include your name and some information about your accounts, depending on your selection of specified alerts. Certain modules associated with the Service may contain separate alerts associated with that service that cannot be turned off.

**Reporting Feature**—This service offers access to a personal financial management tool to help you manage your finances. This includes categorizing transactions to track spending, creating a budget, and aggregating your financial accounts. We may change these tools and services or add new ones without advance notice. You are responsible for the accuracy of all information you input. The personal financial management tool is meant as an aid to assist you with managing your finances. It is not intended to provide legal, tax or financial advice.

**eStatements**—eStatements are subject to availability. This feature of the Service provides you with an alternative to receiving paper statements through the mail. With eStatements, you will receive email notification when your statement is ready to be viewed. Your consent is required to begin sending your statements electronically. By agreeing to receive your account statements electronically, we will no longer send the statement through the U.S. mail. Your consent will allow us to send your periodic account statement along with any other disclosures we might send with your account statement. When it is applicable, accounts may be combined on a single statement. You agree to maintain a current email address on file with us for which we will send the notifications to when your statement is ready.

**Bill Payment Service**—The Bill Pay service allows members to schedule bill payments through the Internet. This service is offered through a third party service provider, and must be enrolled for separately. Upon enrollment for the Bill Pay service, we will contact you to link your desired Bangor Federal checking account to the Bill Pay service. Additional terms and conditions govern the third party solution and are available on the enrollment page for the Bill Pay service. Certain electronic alerts may automatically be sent out by the Bill Pay service as part of the security measures associated with this service.

Fees may be assessed for use of the Bill Pay service, as published in our Fee Schedule. You may terminate the Bill Pay service at any time by following the instructions provided in the third party service providers' terms and conditions.

If you wish to stop any bill payment requests, you must follow the third party service providers' terms and conditions.

If you need assistance with Bill Pay, you may contact us at 207-947-0374.

**Using Financial Management Software**—You may supplement the use of the Service by using a one-way connection ("Web Connect") from the Service to certain financial management software (ex. Quicken®), which allows you to automatically download transactions and match them with existing transactions from your financial management software. The Web Connect functionality is offered at the Credit Union's discretion, and may be cancelled at any time.

If you choose to use financial management software, you must purchase this software on your own. You are responsible for the correct set-up and installation of the financial management software. We are not responsible for any problems related to the financial management software, your Computer or your ability to connect using the financial management software.

**Transfers**—You may make one-time or recurring transfers to your accounts 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. Online transactions may be made at any time, 7 days a week, unless the service is unavailable due to computer back-up procedures or maintenance.

When you schedule a payment or transfer, you authorize us to withdraw the funds from your account. If you have more than one account, you will be asked to designate the account from which the withdrawal should be made. You will instruct us to make a withdrawal only when a sufficient balance is or will be available in your account at the time of the withdrawal. If you do not have a sufficient balance, including available credit under any overdraft protection plan, you agree that we may, in our sole discretion, either complete the transfer or payment – creating an overdraft – or refuse to complete your transfer or payment. In both cases, we reserve the right to impose an overdraft fee.

We will provide you with a positive confirmation that the payment or transfer has been scheduled. You may also verify that a payment or transfer has been made by logging into the Service on the Business Day following the payment or transfer.

**Cancelling Transfers and Payments**—To cancel transfers or payments, you must log onto the Service and follow the prompts provided. You can cancel a scheduled transfer through the Service up to the day prior to the date you scheduled it for processing.

You may also cancel any of your transfers or payments by calling us at 207-947-0374. We must receive notice at least 3 business days prior to the regularly scheduled transfer date. If you call, we may also require that you put the request in writing and get it to us within 14 days of phoning us.

**External Transfers**—This is subject to the availability of the External Transfers feature within the Service. You must separately sign up within the Service for the option of transferring funds between your Bangor Federal accounts and accounts at other financial institutions. This agreement as well as any disclosures displayed on the Service's site shall apply to your use of External Transfers. This agreement and any amendment hereto shall control and supersede the same, but only to the extent necessary to resolve the conflict. Each of your non-Bangor Federal Credit Union accounts that you wish to use for External Transfers will need to be registered and verified separately.

External Transfers are subject to dollar limits that will be established from time to time. We reserve the right to amend these dollar limits from time to time.

For External Transfers, you may be charged an outgoing external transfer fee as published in our Fee Schedule. The amount of any applicable fees will also be disclosed to you through the Service.

You agree that you will only register eligible non-Bangor Federal Credit Union accounts on which you are an individual or a joint owner, and you will only use External Transfers for transferring funds between your **consumer** Bangor Federal Credit Union accounts and your **consumer** accounts at other financial institutions. External Transfers are not to be made to or from **business** accounts.

You will instruct us to make a withdrawal only when a sufficient balance is or will be available in your account at the time of the withdrawal. If you do not have a sufficient balance, including available credit under any overdraft protection plan, you agree that we may, in our sole discretion, either complete the transfer or payment – creating an overdraft – or refuse to complete your transfer or payment. In both cases, we reserve the right to impose a fee.

External transfers may be either inbound or outbound transfers. A fee, as disclosed in our Fee Schedule, will be assessed per outgoing transfer. They can be scheduled on a one-time or recurring basis. External Transfers scheduled for a weekend or a non-Business Day will be processed on the next Business Day. The delivery date of External Transfers is governed by the terms and conditions displayed in the Service.

We reserve the right to limit what types of accounts are eligible for External Transfers at our sole discretion. You agree that we may change the dollar limits on External Transfers or terminate your eligibility to make future External Transfers (including cancelling scheduled future-dated transfers) without prior notice to you (other than any notice required by applicable law). In addition to a breach of the terms and conditions described above, the following are other instances that could disqualify you for this service:

- Any of your Accounts with us are not current or are not in good standing
- Any External Transfers involving accounts at other financial institutions are canceled, revoked or returned due to insufficient funds, revoked authorization, stopped payment, frozen accounts, or any other reason.
- You attempt to use the External Transfer feature to transfer funds between your eligible Bangor Federal accounts with non-consumer accounts at other financial institutions.

**Cancelling External Transfers**—External Transfers that are future-dated can be canceled by notifying us two business days in advance of the date the transfer is scheduled to be made. You may cancel External Transfers either through the Service or by phone at 207-947-0374. Once a transfer's status is in-process or processed, you can no longer cancel it. Immediate transfers cannot be canceled once the transfer has been processed.

**Consumer Account Liability for Unauthorized Online and Mobile Banking Transactions**—Tell us at ONCE if you believe your Username or Password has been compromised. Phoning 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 2 business days, you can lose no more than \$50.00 if someone used your personal identification number without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your username and password and we can prove that we could have stopped someone from using your username and password 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, 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 may extend the time periods. We are liable only for losses in excess of the limits stated.

**Liability**—The following applies to EFTs by **consumers only**. 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 Service was not working properly and you knew it was not working properly when you started the Online Transaction.
- If circumstances beyond our control, (such as telecommunication outages or interruptions, fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If you do not give proper, complete or correct transfer instructions, or you do not follow the procedures in this or any other account agreements with us for requesting such services
- If your Bangor Federal Online or Mobile Banking username and/or password have been reported lost or stolen, or we have canceled your access to the Service
- If we have reason to believe that you or someone else is using the Service for fraudulent or illegal purposes.
- If there are other exceptions stated in our membership account agreement with you.

**Special Conditions for Business Accounts**—Your use of the Service signifies your agreement that our security procedures are commercially reasonable. You also understand and agree that security procedures, even when properly implemented by us and you, don't provide a guarantee against unauthorized online access to information or unauthorized transactions. You agree to accept the risks in connection with the establishment and/or use of the Service. You also understand and agree that any persons listed as Joint Owners on your Bangor Federal business account will have equal access to the accounts online, and we may act on the verbal, written or electronic instructions of any authorized signer on those accounts. All transactions that person performs, even transactions you did not intend or want performed, will be considered authorized transactions. If you no longer wish for that person to be an authorized signer on your account, you will need to follow our procedures to remove the person from your accounts, and you will need to change your Username and Password for the Service at that time.

**Notification Procedure**—If you believe that your username and password have been compromised, or that someone has transferred or may transfer money from your account without your permission, call us at 207-947-0374 or write to us at Bangor Federal Credit Union, P.O. Box 1161, Bangor, ME 04402-1161.

**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; (4) if you give us your permission; (5) on a closed account, if we believe you have mishandled it.

**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.

**Error Resolution**—Call us at 207-947-0374 or write to us at Bangor Federal Credit Union, P.O. Box 1161, Bangor, ME 04402-1161 as soon as you can, if you think your statement is wrong, or if you need more information about a transaction listed on the statement. We must hear from you no later than 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. The date and dollar amount of the suspected error.
3. Describe the error or transaction you are unsure about, and a clear explanation of why you believe it is an error, or why you need more information.

If you tell us orally, we may require that you send your complaint or question in writing within 10 business days. We will tell you the results of our investigation within 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 45 days to investigate your complaint or question. In this case, we will provisionally credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive it within 10 business days, we reserve the right to not credit your account.

For errors pertaining to point-of-sale transactions or international transactions (as applicable), the periods referred to above are 10 business days and 90 days instead of 10 business days and 45 days, respectively.

For errors involving transactions occurring within 30 days after the first deposit to a new account, as defined by regulation, the periods referred to above are 20 business days and 90 days instead of 10 business days and 45 days, respectively.

For errors involving Visa Debit Card transactions (as applicable), the periods referred to above are 5 business days and 45 days instead of 10 business days and 45 days, and 5 business days and 90 days instead of 10 business days and 90 days, respectively.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation. If we decide there is no error, we will debit your account for the amount of the provisional credit and send you a notice notifying you that this was done. For five business days after this notification we will honor checks, drafts or similar instruments payable to third parties and preauthorized transfers from your account (without a charge to your account as a result of an overdraft). However the Credit Union shall honor such items only if they would have been paid if the provisionally credited funds had not been debited.

**Cancellation**—We may cancel your access to the Service 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, at which time your access to the Service will be terminated. Any cancellation or termination will not affect any of your existing liability to us. It is your responsibility to either cancel any scheduled transfers prior to notifying us that you are discontinuing the Service or notify us of any scheduled transfers that you would like us to cancel. We also recommend that you cancel any optional alerts you have set up prior to cancelling the Service.

**Modifications to This Agreement**—We may amend or modify this Agreement at any time. For example, we may add, remove or change terms or services. We will notify you of such changes by mail, by electronic message or by posting on our website to the extent required by Applicable Law. If you access or use the Service after the effective date of a change, you will be deemed to have accepted the change.

**Your Responsibilities**—It is your responsibility to keep your Bangor Federal Credit Union Internet Banking username and password confidential. We will not be liable, nor will we reimburse you, for any losses that arise from use by others of your Username and Password if you permit any other person to use your Username and Password to access the Service, you are responsible for any resulting transactions.

**Limits on Our and Other Providers' Responsibilities**—We will make reasonable efforts to ensure the full performance of the Service. We are responsible for acting only on those instructions that are actually received and will not be responsible for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages or instructions you send. We are not responsible for losses or delays in transmission of instructions arising out of the use of any Internet service providers, your connection to the Internet, or caused by any browser software. Our only responsibility for any error in an Online Transaction shall be to correct the error. In no case will the Credit Union be liable for any special, indirect, incidental or consequential damages.

The Credit Union disclaims any and all liability relating to improper use of this system. We are not responsible for any damage that may occur to your computer from the use of this service or the data transmitted through the account access link.

BANGOR FEDERAL CREDIT UNION DOES NOT MAKE ANY, AND EXPRESSLY DISCLAIMS ANY, WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, WITHOUT BREACHES OF SECURITY OR WITHOUT DELAYS. IN THOSE STATES THAT DON'T ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE LIABILITY OF BANGOR FEDERAL CREDIT UNION IS LIMITED TO THE EXTENT PERMITTED BY LAW.

**Links Provided**—Hyperlinks may be provided from time to time in the Service. A hyperlink is any highlighted or underlined word or phrase on a page that allows you to click through to another page on the Internet. A hyperlink may allow you to click through to a third party website over which Bangor Federal has no control. We disclaim any responsibility for the content, products or services provided at linked third party websites. We are not responsible for any failure of the products or services advertised on third party sites. Third parties may have privacy policies that differ from Bangor Federal's privacy policy. We recommend you review privacy policies on any linked third party websites to determine whether their privacy policies are acceptable to you. Linked third party websites could provide less security than Bangor Federal's website.