

Seabasticook Valley Federal Credit Union Online Account Access Agreement and Disclosures

Online Disclosure

By selecting "Accept" you understand and agree to the terms and conditions presented below.

Introduction:

This page explains the terms and conditions for using our Online Banking Service and provides certain disclosures and information to you concerning the service. Each of your accounts at Seabasticook Valley FCU is also governed by the applicable account disclosure/agreement and Truth-In-Savings disclosure you received when you opened your account.

How To Access Your Accounts:

To access your accounts through our Online Banking service, you must have your account number and an Online Banking password. This information is requested when you enter our Online Banking pages. The password that is used to gain access to your information should be kept confidential, just as you would keep other PIN numbers and security codes confidential. For your protection we recommend that you change your Online Banking access password regularly. It is recommended that you memorize this password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential. If you share your password with the joint owner of your account, or your spouse, or any other individual who is not a joint owner, he or she will have full access to ALL share and loan account information, and be able to initiate transactions available through this service. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money between or from your accounts without your permission, notify Seabasticook Valley FCU at once at (207) 487-5576.

You cannot use E-mail to initiate transactions, change information or inquire on your account(s). We will not respond to these types of requests via E-mail since we cannot be certain we are corresponding with you. Please use the appropriate functions within our Online Banking service, call (207) 487-5576 or visit the credit union for these functions.

Fees:

Seabasticook Valley FCU does not charge a fee for the use of our home banking service. Your internet service provider (ISP) probably charges you a fee to access the internet via its server. We have no control over ISP related fees.

Available Services and Limitations:

The following functions may be performed by members through the service:

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

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

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

Download Transactions: You may download transactions in various formats (as available on our site) for import into personal financial software programs.

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

Opt in Email: You can request that we keep you informed via email regarding specials and/or promotions at the credit union.

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

The information regarding your account balances on this website is provided to you as a courtesy pursuant to your request. For members that have filed a petition seeking bankruptcy protection under any chapter of the U.S.

Bankruptcy Code, no demand for payment is hereby made, and the information provided is not to be construed as an attempt to collect or recover any claim or debt in violation of the provisions of 11 U.S.C. Section 362.

Additional Services:

From time to time, we will announce additional services, which are available through our Online Banking. Your use of these services will constitute acceptance of the terms and conditions presented at the time they are announced. We reserve the right to limit access or cancel online access at any time.

Operating Systems and Security:

Our Online Banking site is designed to operate using world wide web technologies and protocols, which are adaptable to a wide range of systems. The Online Banking section uses SSL encryption and requires a browser with a current (unexpired) Thawte Root CA Security Certificate. Some older browsers may not be able to connect to the site without first updating the browser security certificate. Our server uses 40 to 128 bit encryption, depending on the users browser.

We use cookies to help us administer the Online Banking section. Some browsers allow you to reject cookies from servers. If you don't allow us to set a cookie upon entering the site, you will not be able to log in. The cookie we set contains information we need for security, and allows us to 'time out' your authority to view information. We place the cookie with instructions that it can only be sent to a server in our Online Banking domain (homecu.net). A cookie cannot be used to extract data from your PC. We do not store your Access Code, User ID or Password in your cookie.

The cookie we set will 'time out' your access authority to our Online Banking section. Until it times out, you can come back to our Online Banking without logging in. After the time out period, you will need to log in again. Remember, most browsers will let you use a BACK button to view previously visited documents, even if your viewing authority has expired. For this reason, the only way to keep others from viewing your account balance is to exit the browser when you are finished with your session. This is especially important if you are using a public or shared computer.

Privacy:

Our Online Banking database is a private system operated for the exclusive use of our members. We use SSL encryption and digital server authentication to insure the privacy of your information when sending data between our Online Banking server and your PC.

All Online Banking logins are logged by the server. For authenticated members who use Online Banking, we collect and store certain information such as how often you visit the Online Banking section, dates and times of visits and which pages are being used. We use this information for internal review and product evaluation only. We never sell, transfer or trade this information unless we are compelled to do so by law.

We may gather and store additional information available to us on failed login attempts and other activity we consider a threat to our system. In these cases, we will share this information with other companies, agencies and law enforcement officials as we see fit.

You agree that we may, and you hereby authorize us to, disclose information to third parties about your accounts 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.

Statements:

You will receive a monthly statement of your account unless no electronic transfers were made to or from your account(s) during the month, in which case you will receive a quarterly statement.

Consumer Liability for Unauthorized Home Banking Transactions:

Tell us at ONCE if you believe your PERSONAL IDENTIFICATION NUMBER has been LOST or STOLEN. Telephoning (207-487-5576) 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 FIFTY DOLLARS (\$50.00) if someone used your personal identification number without permission.

If you do not tell us within (2) business days after you learn of the loss or theft of your personal identification number and we can prove that we could have stopped someone from using your personal identification number, 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 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 periods.

We are only liable for losses in excess of the limits stated.

Business Hours:

Monday through Friday 8:00 AM to 5:00 PM and Saturday 8:00 AM to 12 NOON, excluding holidays.

Our Liability:

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement/disclosure 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 Banking equipment or software 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.

We shall not be responsible for any other loss, damage or injury whether caused by the equipment, software and/or the Online Banking service, nor shall we be responsible for any direct, indirect, special or consequential damages arising in any way out of the installation, use or maintenance of your equipment, software and/or service, except where the law requires a different standard. We do not make any warranties concerning the equipment, the software or any part thereof, including, without limitations, any warranties of fitness for a particular purpose or warranties of merchantability.

Errors and Questions:

In case of errors or questions about your electronic transfers, telephone us at (207) 487-5576, or write us at P.O. Box 10, Pittsfield, ME 04967 as soon as you can. We must hear from you no later than sixty (60) days after we sent the statement containing the error. You will need to tell us:

- Your name and account number;
- Why you believe there is an error and the dollar amount involved;
- Approximately when the error took place.

If you tell us orally, we may require that you send us 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 and correct any error promptly. If we need more time, we may take up to forty-five (45) days to investigate the complaint, but you will have the use of the funds in question after ten (10) business days. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account during the investigation. 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. If you need more information about our error resolution procedures, call us at the telephone number shown above.

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 accounts. 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.

Cancellation:

We may cancel your Home Banking 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.

Privacy Policy and Disclosure

By selecting "Accept" you understand and agree to the terms and conditions presented below.

Sebasticook Valley Federal Credit Union, your member owned financial institution, is committed to providing you with competitive products and services to meet your financial needs and help you reach your goals. We are equally committed to protecting the privacy of our members. Under federal law, we are required to give you this privacy notice. It describes our credit union's privacy policy and practices concerning the personal information we collect and disclose about our members. It also includes information about the parties who receive personal and sometimes nonpublic information from us as we conduct the business of the credit union. These practices are followed by the credit union.

If after reading this notice you have questions, please contact us at:

207-487-5576
or write to:
Sebasticook Valley FCU
P.O. Box 10
Pittsfield, Maine 04967

Information We Collect About You

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications and other forms
- Information about your transactions with us
- Information we receive from a consumer-reporting agency
- Information obtained when verifying the information you provide on an application or other forms. This may be obtained from other institutions where you conduct financial transactions.

Information We Disclose

We do not disclose any nonpublic personal information about our members or former members to anyone, except as permitted by law.

Disclosure of Information to Parties That Provide Service to Us

We may disclose all of the information we collect, as described above, to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements.

Disclosure of Information About Former Members

If you terminate your membership with Sebasticook Valley Federal Credit Union we will not share information we have collected about you, except as may be permitted or required by law.

How We Protect Your Information

We restrict access to nonpublic personal information about you to persons who need to know that personal information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with Federal Regulations to guard your nonpublic personal information.

What Members Can Do to Help

Sebasticook Valley Federal Credit Union is committed to protecting the privacy of its members. Members can help by following these simple guidelines: Protect your account numbers, plastic card numbers, PINs (personal identification numbers) or passwords. Never keep your PIN with your card, which can provide free access to accounts if your card is lost or stolen.

Use caution when disclosing your account numbers, social security numbers, etc. to other persons. If someone calls you explaining the call is on behalf of the credit union and asks for your account number, you should beware. Official credit union staff will have access to your information and will not need to ask for it.

Keep your information with us current. If your address or phone number changes, please let us know. It is important that we have current information on how to reach you. If we detect potentially fraudulent or unauthorized activity or use of an account, we will attempt to contact you immediately.

Let us know if you have questions. Please do not hesitate to call us 24/7 we are here to serve you.

Your savings federally insured up to \$100,000 NCUA National Credit Union Administration, a U.S. Government Agency.

Mobile Finance Manager Terms & Conditions

By selecting "Accept" you understand and agree to the terms and conditions presented below.

Use of Sebasticook Valley Federal Union's Mobile Remote Deposit Capture Service is subject to approval by Sebasticook Valley Federal Credit Union ("SVFCU," "we," "us"). If you, the account- holder, are approved for mobile remote deposit capture ("RDC"), you agree that use of RDC is subject to the following terms and conditions in conjunction with the membership agreement.

1. RDC allows you to make check deposits to your SVFCU savings (share) and/or checking (share draft) accounts from remote locations by scanning both sides of checks and delivering the check images and associated deposit information to SVFCU.

2. SVFCU is not responsible for any technical difficulties you experience attempting to use RDC. You agree and understand that RDC may at times be temporarily unavailable. In the event that RDC is not available, you acknowledge that you can deposit an original check at a SVFCU branch, shared branch location, or by mailing the original check to a SVFCU branch location. It is your sole responsibility to verify that items deposited using RDC have been received and accepted for deposit.
3. To use SVFCU's RDC service, you must have a suitable mobile device.
4. When you make a successful RDC deposit, you will be notified by an in application message. You agree that once you have received confirmation that we have successfully processed your RDC deposit, you will clearly mark "void" and retain for an additional 45 business days. You agree to defend, indemnify and hold SVFCU and any SVFCU third party service provider from any claims, damages, losses, liability or expenses to which we and/or our service provider may become subject as a result of an item you deposited via RDC being presented for duplicate payment.
5. Only the following items are eligible for RDC deposit: checks drawn on U.S. financial institutions in U.S. dollars, or checks drawn on United States Treasury, or checks drawn on any state or local government of the United States. Checks must be payable to you and endorsed by you with the restrictive legend, "Deposit only to SVFCU Account No. _____". You agree not to attempt to use RDC to deposit checks with any of the following characteristics: a. The check is not payable to you; b. There is any apparent alteration to the front of the check; c. You know or have reason to believe that the check is fraudulent or otherwise not authorized by the owner of the account on which the check is drawn; d. The check is payable in a currency other than U.S. dollars; e. The check has been previously converted to a substitute check as defined in the Expedited Funds Availability Act; f. The check has been remotely created; g. The date of issue of the check is more than 6 months prior to the attempted deposit date; or h. You have any reason to believe that the check will not be paid by the institution on which it is drawn.
6. The check image national transmitted via RDC must be legible and compliant with requirements established from time to time by the American National Standards Institute, the Board of Governors of the Federal Reserve, or any other regulatory agency, clearinghouse or association.
7. We may terminate or change the terms of RDC service at any time, including but not limited to the categories of checks we will accept for deposit via RDC or endorsement requirements, with or without notice to you.
8. We may, at our sole discretion, refuse to accept any item presented for deposit via RDC. We will notify you via the method agreed with you if we do this. We will have no liability to you for declining to accept items presented for deposit via RDC.
9. Funds from any check deposited via RDC will be available to you after final collection from the institution on which it is drawn. We may make funds available sooner depending on factors we at our sole discretion deem relevant, including but not limited to your account history with SVFCU and your creditworthiness.
10. You agree to notify us of any errors with respect to RDC deposits within 30 days after we send you the first periodic statement on which they appear. We will review your claim and correct any error on our part. We will not, however, be responsible for errors asserted more than 30 days after we send you the periodic statement on which they appear. In the event of an error with respect to any original check or image thereof transmitted to us for deposit or a breach of the agreement, you will immediately contact us at 207-487-5576 or email us using our secure messaging service within Personal Finance Manager.
11. You agree not to copy, reproduce, distribute or create derivative works from the content of the RDC service or to reverse engineer or reverse compile any technology used to provide the RDC service. SVFCU and our third party service providers, if any, retain all ownership and proprietary rights in the Services, associated content, technology and web sites. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of member claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.
12. **DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, OR THAT ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.**
13. **LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM USE OF THE SERVICES, INABILITY TO USE THE SERVICES, OR TERMINATION OF THE SERVICES, INCURRED BY YOU OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF UCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.**