



## MEMBERSHIP AGREEMENT & DISCLOSURES

Effective September 15, 2021

### Table of Contents

Purpose.....	2
Trademark FCU Membership .....	2
Membership and Account Terms.....	2
Account Terms.....	3
Regulation E (Electronic Funds Transfers).....	10
Regulation CC (Funds Availability) .....	14
Regulation GG (Unlawful Internet Gambling Enforcement Act (UIGEA)) .....	15
Wire Transfer Agreement.....	15
Shared Branching Transactions .....	17
Complaint Resolution Procedure .....	18
Privacy Policy.....	19

Notice to Members: The laws and regulations governing the financial services Trademark FCU provides are complex. To ensure your understanding of Trademark FCU's relationship with you, we provide this detailed agreement which explains both your responsibilities and ours. Please be certain to read this document carefully and notify us at once if any parts are unclear.



[www.trademarkfcu.org](http://www.trademarkfcu.org)

TDD: (207) 512-3809 · (800) 918-6400

**Augusta Branch**  
 44 Edison Drive  
 Augusta, ME 04330  
 (207) 623-1134  
 1-800-696-1146

**South Portland Branch**  
 340 Main Street  
 South Portland, ME 04106

**Scarborough Operations Center**  
 145 Pleasant Hill Road  
 Scarborough, ME 04074  
 (207) 883-3630  
 1-800-852-1012

## Purpose

Your relationship with Trademark Federal Credit Union (Trademark FCU) is governed by state and federal laws, which may change from time to time. The body of law is too large and complex to be reproduced here. The purpose of this Membership Agreement & Disclosures (the "Agreement") is to: (1) summarize the rules applicable to common transactions; (2) establish rules to govern transactions not regulated by state or federal law; (3) establish variations that will apply to certain rules, events or transactions as permitted by applicable law; and (4) provide you with certain disclosures and information regarding our policies as required by law.

## Trademark FCU Membership

Credit Union membership is granted to eligible applicants within Trademark FCU's field of membership as outlined in the Credit Union's charter. Eligibility also extends to unremarried spouses of persons who died while within the field of membership of this Credit Union, employees of this Credit Union, persons retired as pensioners or annuitants as outlined in the charter, members of their immediate families, and organizations of such persons.

## Membership and Account Terms

**Your Credit Union** – Trademark FCU is unique in the financial world. It is a co-op owned by you and by your fellow Members, and it is operated in your common interest. Trademark FCU is non-profit and exists to serve you. As a Trademark FCU Member, you own, operate and control Trademark FCU through your Board of Directors. You are entitled to elect and be elected to the volunteer Board of Directors. The Board is composed of your fellow Members, and it manages Trademark FCU 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 the Board also determines Credit Union policy as set forth in this Agreement.

### Branch Hours & Holidays

Service Hours	ITM Hours
Monday through Friday 8:30am to 4:30pm	Monday through Friday 7:30am to 4:30pm

HOLIDAYS			
Trademark FCU is closed for the following State and Federal holidays			
New Year's Day	Martin Luther King Day	President's Day	Patriots Day
Memorial Day	Juneteenth	Independence Day	Labor Day
Indigenous Peoples' Day	Veteran's Day	Thanksgiving Day	Christmas Day

**General Membership Terms** – This Agreement contains the terms and conditions governing your membership and the terms and conditions of accounts offered by Trademark FCU. By signing your Membership Application and/or Account Agreement(s), or your use or continued use of any account or account services after receiving this agreement, you accept and agree to be bound by the provisions as set forth in them. You also accept and agree to the terms in this Agreement, the Rate and Fee initial disclosure applicable to your account(s) with your Credit Union, your Credit Union's charter and bylaws, and any amendments or changes in terms to any of these items. The Credit Union reserves the right to change any and all terms and conditions of all of the above. You will receive notice of any changes in terms in accordance with all applicable state and federal laws and regulations. The rights, duties, obligations, and liabilities of you and Trademark FCU 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. In addition, 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 which will be disclosed in this Agreement.

**Privileges of Trademark FCU Membership** – Membership at Trademark FCU is a privilege granted to you by fellow Members under state or federal law. Those privileges include the ability to open accounts other than ordinary savings accounts (e.g., the privilege of using debit cards, utilizing our remote services, accessing our online banking service, and obtaining loans and lines of credit). You may end your membership with the Credit Union at any time by providing us verbal or written notice of your desire to end your membership. You understand that ending your membership does not release you of your responsibilities, obligations or liabilities to us under this Agreement or any loan or credit agreement.

**Termination or Curtailment of your Membership Rights at the Credit Union** – To the extent permitted by our bylaws and applicable law, Members may be expelled for cause, which includes but is not limited to (1) abuse of our employees, services, privileges, or other Members; (2) if we have reason to believe that your conduct was or is unethical or illegal; (3) causing a loss to the Credit Union. You understand and agree that for the protection and safety of our Members, employees, volunteers, or any third party affiliated with us, if we have reason to believe you are abusive with, harass or threaten the safety of any of these parties, we may limit your participation in Credit Union services, restrict your access to Credit Union facilities or we may take action to terminate your membership.

**Credit Union's Right To Deny Service** – For the protection of your account and the Credit Union, you agree that we have the right to deny service if you do not provide us valid identification, have caused us a loss, or displayed signs of account abuse. You also agree that in the event that you appear to lack the capacity to conduct transactions or if we believe that another individual is exerting influence over you the Credit Union may decline, suspend, freeze accounts, or lines of credit until proven otherwise. In addition, if there is a dispute between any person or entity over account property or funds, the Credit Union reserves the right to hold the funds in the account until all entities agree to a resolution in writing or until we receive a court order instructing action. You also acknowledge and agree that in any instance in which we must obtain legal counsel to determine ownership of funds for your account, we may charge your account for all legal fees and costs billed to the Credit Union.

**Lien on Accounts** – A lien will be impressed on all of your Credit Union accounts and dividends in an amount equal to that which you may owe Trademark FCU because of a loan, dues, fees or any other charges payable by you to your Credit Union. The lien may be enforced and your funds in any account except IRA accounts withdrawn and applied to your debt without further notice to you, except as required by law, if you default in paying any amount you owe.

**Disabilities** – We will accommodate reasonable requests to assist Members with disabilities. In order to do so, you agree to notify us of any disability and/or accommodation requests. You will notify us regarding any service providers you wish to use; and you will provide us with information to allow us to identify the service providers.

## Account Terms

---

### **Definitions**

- 1) **Account Number** – The identification number used for a Credit Union account (also known as a Member number)
- 2) **Primary Share Account** – The basic savings account that all Members must maintain in order to utilize services and products at the Credit Union
- 3) **Sub Account** – An account listed under the account number (for example, a primary share, checking account, IRA account, share certificate, club, etc.)
- 4) **Primary Account Owner** – The first person listed on the account/subaccount
- 5) **Joint Owner** – Additional owner(s) listed on the account/sub account and designated as Joint Owner(s)
- 6) **Signers** – Members that have been authorized by a business or an organization to conduct transactions upon its behalf

**Account Ownership** – You can structure the ownership of your account(s) and or sub account(s) at Trademark FCU in a variety of ways. Rights and obligations relating to the account/sub account(s) will depend on the type of ownership of the account.

- 1) **Individual 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 will be payable to your estate or as otherwise permitted by applicable law.
- 2) **Joint Accounts** – You acknowledge this account will be wholly and jointly owned by all parties and agree that each 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 and/or close the account at any time without permission from or notification to the other owner(s). Trademark FCU is authorized to recognize any of the Joint Owners' signatures in the payment of funds or the transaction of any business for the account(s). At the time of death of one Joint Owner, the funds automatically belong to the surviving Joint Owner(s). If the Primary Account Owner is the deceased account owner, the remaining Joint Owner(s) must open a new account in their name(s) in order to permit the funds to remain at Trademark FCU. Joint Owners may add or delete other Joint Owners on their account with the permission of all existing owners. Primary Owners may not be removed from a joint account. IRA related accounts (shares, certificates) may not have Joint Owners. Any or all account owners may pledge all of any part of their account as collateral security to a loan or loans. All account owners are liable to the Credit Union for any overdrafts or fees that may occur within the account. Any funds on deposit may be utilized to satisfy any debt or garnishment of any owner of a Joint Account. It is the responsibility of Joint Owners to determine any legal effects of opening and maintaining a Joint Account.
- 3) **Payable-on-Death (POD) Accounts** – Payable on death accounts (accounts with POD beneficiaries) belong to the person(s) listed as the owner or owners of the account during their lives. Upon the death of the surviving owner, the funds automatically belong to the person(s) designated as POD beneficiaries. With the exception of IRA accounts, funds are disbursed equally among the POD beneficiaries if they survive the owner or owners of the account. There are no contingent beneficiaries; if any beneficiary is not living funds shall be paid to the surviving POD beneficiaries in equal shares or as expressly required by applicable state law.  
  
Any person named as a payable-on-death beneficiary of your regular savings account will also be a payable-on death beneficiary of all your savings, checking and Sub Accounts of that Primary Share Account. Payable on death beneficiaries of IRA, IRA share certificates, and share certificate accounts are designated by separate account agreements.
- 4) **Trust Accounts** – Depending on membership eligibility, you may hold an account as Trustee for the benefit of another person or persons, or another person or persons may hold an account as Trustee for your benefit. Certain Trusts may be eligible for Credit Union membership. In order to establish a Trust account, you must meet membership eligibility requirements in accordance with Trademark FCU's charter or bylaws and provide valid documentation for the trust. Trust accounts will only be opened by the Credit Union if the trust documentation presented by you is acceptable according to the Credit Union's policies. It is the responsibility of the Member to determine and understand any legal effects related to this type of account.
- 5) **Business/Organizational Accounts** – The funds in an organizational account are owned by a member corporation, limited liability company, partnership, social club, sports team, etc. In order for the organization to be a Trademark FCU Member, the signer(s) eligibility requirements must be met in accordance with Trademark FCU's charter or bylaws, authorized Signers must provide valid documentation regarding the business and their authorization as a Signer.

#### **Other Types of Authorization**

- 1) **Power of Attorney** – If you name a person to act as your attorney-in-fact or agent in any way with your account, the Credit Union is only obligated to deal with such person if we, in our sole

judgement approve of the instrument of appointment and the supporting documentation. Any designated attorney-in-fact or agent must notify the Credit Union of the principal's death.

- 2) **Accounts with Minors** – A minor (under the age of 18) is allowed to open a single membership account, which may include: a share account, clubs, share certificates, CU eStatements, Online Banking, Mobile Banking and Trademark Audio. A minor Member may not have a checking account, debit card or Bill Pay unless they have a joint membership account with an adult. This adult Joint Owner must be primarily liable to the Credit Union for any returned item(s), overdraft(s), unpaid charges and/or fees. The Credit Union may make payment of funds directly to a Member who is under 18 years of age without regard to his or her minority status.
- 3) **Custodial Accounts (Maine Uniform Transfers to Minors Act)** – These are accounts for minors which are specifically authorized by State statute 33M.R.S.A. §1651 - §1674. Many people use these accounts for gifts to children and grandchildren. These accounts are called "custodial accounts." Frequently, Uniform Transfers to Minors Act accounts are established as savings accounts, which may also have share certificates. Maine law provides that funds in these accounts must be used for the benefit of the minor. The social security number of the minor is used for tax reporting purposes. The "custodian," or the adult who establishes the account, has sole authority to transact business within the account until the minor reaches 18 years of age unless the custodian extends the date of the minor's access to the account to a later date not to exceed the minor's 21<sup>st</sup> birthday. There can be only one "custodian" on a "Custodial Account." Upon reaching the designated age, the minor may have access to funds in the account.

**General Account Terms** – All fees, rates, balance requirements, and account limitations are disclosed in Trademark FCU's Rate & Fee and Truth in Savings Disclosures.

Transactions may not be processed in the order in which they occur. The order in which they are received and processed may impact the balance available to you and the total amount of fees incurred by you.

Merchants and other payees may be authorized to electronically debit your account using information you provide them. These debits are Electronic Funds Transfers (EFT) and are subject to this Agreement.

The Credit Union is under no obligation to pay an item or check, honor a debit card transaction, online transaction, text banking or audio transaction which exceeds the balance in the designated account. Except for negligence, the Credit Union is not liable for any action it takes regarding the payment or non-payment of a check or an item or the failure to honor an online, audio or debit card transaction.

You acknowledge and agree that we may refuse to pay any check, including substitute checks as the term is defined under 12 CFR Part 229.2 (aaa). You also agree to indemnify and hold us harmless from and against any claim for damages or breach of any substitute check warranty which is asserted against us by any third party on account of any check drawn on your account.

**Savings Account Terms** – In order to utilize any Trademark FCU accounts and services, you are required to maintain a \$5 minimum deposit in your primary savings account.

**Checking Account Terms** – You agree that funds from the primary savings account may be automatically transferred to the checking account in order to clear items that attempt to clear directly from the checking account. Overdraft Protection may be available on grandfathered accounts with a line of credit. No other accounts shall be established for overdraft protection. There may be fees associated with this which are disclosed in our Rate & Fee disclosure.

If an item is returned because the available balance in your account is not sufficient to cover the item and the item is presented for payment again, we will charge a Returned Item (NSF) Fee each time we return the item because it exceeds the available balance in your account. If, on representation of the item, the available balance in your account is sufficient to cover the item we may pay the item, and, if payment causes an overdraft, charge an Overdraft Fee.

We authorize and pay transactions using the available balance in your account. We may place a hold on deposited funds in accordance with our Funds Availability Policy, which will reduce the amount in your available balance. The available balance for checks, ACH items, and recurring debit card transactions is comprised of the ledger balance, less any holds on deposited funds and any debit card holds, plus the amount of any Trademark Defender limit and any available overdraft protection. If you have not given consent for the authorization and payment of overdrafts caused by ATM and everyday debit card transactions, the available balance for these transactions is the ledger balance, less any holds on deposited funds and any debit card holds, plus any available overdraft protection, but does NOT include the Trademark Defender Limit. If you have given us your prior consent to authorize and pay overdrafts for ATM and everyday debit card transactions, the Trademark Defender Limit is included in the available balance for authorizing and paying these transactions.

The Credit Union may consider, as a discretionary courtesy and not as a right or obligation, approving reasonable overdrafts as described in the Trademark Defender terms found in this agreement.

**Free4ME Checking Account Terms** – The free4ME checking account is offered to members ages 18-25 as part of the Young and Free Program. The benefits of the program include:

- No monthly fee and no per-check fee
- Free SURF ATM network use
- Oops! Refund - twice per calendar year, you can call and get a service fee charge reversed
- Free debit/check card
- Free online banking
- Free e-statements
- No minimum balance required
- Free Remote Deposit with DeposZip
- Free Mobile & Text Banking
- Free Bill Pay with online banking

You acknowledge that all terms and conditions of a standard Trademark FCU checking account and debit card apply to a free4ME checking account, and that upon turning age 26, your free4ME checking account will convert to the standard Trademark FCU checking account.

**Club Account Terms** – For all purposes, each club account is considered a Sub-Account under the Primary Share Account. All account owners of the Primary Share Account will be considered account owners of any Club account(s) listed within the Account Number unless otherwise designated.

### **Certificate of Deposit Terms**

For a full list of Account Rate & Terms, minimum balances and Account Limitations refer to the Rate & Fee Schedule and Truth-in-Savings Disclosure.

Deposits are not permitted to add-on deposits after the Certificate has been established.

### **Youth Certificates of Deposit Terms**

For a full list of Account Rate & Terms, minimum balances and Account Limitations refer to the Rate & Fee Schedule and Truth-in-Savings Disclosure.

Youth Certificate of Deposits have no penalty for early withdrawal and must be associated with a primary share account held by a Member no older than 18 years of age. After the account holder becomes 18, upon maturity the Youth Certificate will automatically renew as a Regular Share Certificate, for the same term at then current rates, unless otherwise indicated by the Member in advance of the renewal date.

Youth Certificate of Deposits are permitted to add-ons deposits after the Certificate has been established. There is no limit to the number of add-ons during the term of a Youth Certificate.

**Christmas Club Account Terms** – This club account is subject to the terms for Club Accounts above along with an early withdrawal penalty if funds are withdrawn, other than the Credit Union's

annual transfer from the Christmas Club to the Member designated account. The annual transfer is made to the Primary Share Account unless otherwise stated.

**Money Market Account Terms** – For all purposes, the Money Market account is considered a Sub-Account under the Primary Share Account. All account owners of the Primary Share Account will be considered account owners of any Money Market account(s) listed within the Account Number. A minimum balance is required to receive dividends. Additional fees may also apply. Refer to the Truth In Savings Disclosure for further information.

**Overdraft Protection Terms** – Overdraft Protection applies to all transactions and may help prevent overdrafts by automatically transferring funds to your checking account from your savings account, or line of credit you may have with us for a fee or finance charge. Please note that overdraft lines of credit are subject to credit approval.

**Overdraft Privilege Terms** – Overdraft Privilege (Trademark Defender) allows you to overdraw your account up to the disclosed limit for a fee (as disclosed in our Schedule of Fees) to pay a transaction.

**Trademark Defender Terms** – Trademark Defender Standard Coverage terms apply to cover discretionary overdrafts (includes checks, ACH transactions (automatic debits), recurring debit card transactions, online bill pay items and teller window transactions) and is available the day you open your account. Trademark Defender Extended Coverage terms apply to cover discretionary overdrafts (includes Standard Coverage plus ATM transactions and everyday debit card transactions) if your account has been open at Trademark FCU for at least 30 days, you have a checking account and thereafter you maintain your account in good standing, which includes at least: (1) Making regular deposits consistent with your past practices; (2) Depositing an amount equal to or greater than the amount of all discretionary overdrafts extended to you in your account within 32 days of the overdraft being paid to bring your account to a positive balance; and (3) Not being in default on any loan or obligation to Trademark FCU and not being subject to any legal or administrative order or levy. Trust and Estate accounts do not qualify for Trademark Defender.

In accordance with the above, Trademark FCU will consider, in its sole discretion and as a courtesy and not as a right or obligation, honoring your reasonable overdrafts. This remains only a discretionary courtesy and can cease at any time without prior notice of reason or cause. This privilege will be based on an amount derived from historical information contained in your account. Trademark Defender limits are determined on at least a monthly basis and are subject to change. Any and all fees and charges, including without limitation the non-sufficient funds fees, as set forth in our fee schedule and this agreement will apply. There is no limit on the total fees we can charge you for overdrawing your account. Fees and charges are subject to change. Please contact us for the most current rate and fee information.

To elect Trademark Defender Extended Coverage, you can call us at (800) 696-1146, complete the online consent form found at [www.trademarkfcu.org](http://www.trademarkfcu.org), visit any branch, complete the consent form and mail it to P.O. Box 1056, Augusta, ME 04332 or email us through the message center in Trademark Online or Trademark Mobile. You can discontinue Trademark Defender in its entirety by contacting us at (800) 696-1146 or sending us an email through the message center in Trademark Online or Trademark Mobile.

The total of the discretionary overdraft (negative) balance, including any and all fees and charges, including non-sufficient funds/overdraft fees are included in your overdraft limit. The Primary Account Owner and each Joint Owner will continue to be liable, jointly and severally, for all such amounts, as described at the beginning of the agreement. Non-payment of an overdraft will cause the account to be closed and placed in collection.

Trademark is not obligated to pay any item presented for payment if your account does not contain the sufficient available funds. Any discretionary payment (or other negotiation or processing) by Trademark FCU of any non-sufficient fund check does not obligate Trademark FCU to pay any additional non-sufficient funds check or item or to provide prior notice of its discretion to refuse to pay any additional non-sufficient funds check or item.



Please review **What Else You Should Know** for other important information.

## **Account Functions**

### **1) Cash Deposits-**

- a. To ensure accuracy, you agree to provide a totaled amount of your cash deposit upon presentment.
- b. To promote efficiency when making deposits, you agree to roll any large amounts of coin prior to presentment of your deposit.

### **2) Check Deposits-**

- a. All check endorsements must be made in the first one and one-half inches of the trailing edge of the back of the check. The trailing edge is opposite the left side of the face of the check. You will be responsible for any costs incurred by the Credit Union due to delays in returning checks deposited into your account that do not comply with these endorsement standards.
- b. In general, any check dated more than six months prior to presentment is considered a "stale dated" check and will not be accepted for deposit.
- c. In general, any check that is written with a future date from presentment is considered a "post-dated" check and will not be accepted for deposit.
- d. The Credit Union shall not be liable to any party for any losses or damages that may result from the Credit Union's processing of any "post dated" or "stale dated" checks.

### **3) Check Cashing-**

- a. **Non-Member Check Cashing** – If a non-member is a payee or holder of a check that is drawn against your account, otherwise known as an on-us check, you acknowledge and agree that we may deny to pay the check if we are unable to determine their identity or are unable to obtain additional information to verify the validity of the check.
- b. **Third Party Checks** – A third party check is defined as a check endorsed by its payee to another entity who becomes its holder. The Credit Union reserves the right not to cash or deposit any third party checks for which you are the holder unless all the signers are present and their signatures can be verified with a valid form of identification. The Credit Union may cash or deposit third party checks for you as a guardian for a minor and that minor is the payee.

- 4) **Account Insurance** – Funds in your account at Trademark FCU are insured up to \$250,000 by the National Credit Union Administration (NCUA), an agency of the United States Government. If you would like more information about your share insurance, a pamphlet entitled "Your Insured Funds" is available upon request or you may navigate to [www.ncua.gov](http://www.ncua.gov).

## **Account Maintenance & Service**

### **1) Opening Accounts**

- a. To help the government fight the funding of terrorism and money laundering activities, Federal law requires that all financial institutions obtain, verify, and record information that identifies each person who opens an account. When you apply to open an account, we may ask to see a valid government ID, physical address verification, or other identifying documents or information that will identify you. Trademark FCU reserves the right to deny membership if you fail to provide satisfactory identification.
- b. Until identification verification of all applicable persons is completed, transactions related to the new account(s) may be limited.
- c. Consumer credit reports may be obtained in connection with your application for accounts or services. If you request, you will be informed if consumer reports were obtained. If reports were obtained and any adverse action taken, you will be informed of the names and addresses of the consumer reporting agencies (credit bureaus) that furnish the reports.
- d. You acknowledge that all the information you provide on your application is true and correct.
- e. To provide you with excellent service and for your and the Credit Union's protection, you agree that we may image and retain a copy of your valid government ID or documents used to validate your identity.
- f. If no transactions have been made within a calendar year, account(s) are classified as



inactive. After three calendar years of inactivity, an account is considered a dormant account. Inactive and dormant accounts may be subject to fees. Please refer to our Rate and Fee Schedule for the most updated information. We reserve the right at our option, to not classify a particular account as either inactive or dormant if any owner has other active accounts or services with us. Unless prohibited by applicable law, we further reserve the right to transfer your dormant account funds to a general Credit Union account and to suspend any further account statements. As applicable, unclaimed funds will be sent for escheatment within the time frame dictated by applicable law.

## 2) File Maintenance

- a. You agree that after verifying your identity over the phone, the Credit Union may perform certain file maintenance per your request including but not limited to: opening or closing accounts and/or subaccounts, changing addresses, and updating your contact information.
- b. You acknowledge and agree that we may in our discretion store all records electronically; and that we will not retain and have no obligation to retain any original documents for any period of time. This applies to all documentation including but not limited to checks, transaction records, notes, mortgages, deeds of trust and other loan and/or security documentation. We will routinely destroy all original documentation. We may store records electronically via imaging, scanning, filming or other technology used in the financial services industry for the storage of documentation via internal processes or third-party processors that we approve for these services. You agree that such storage shall be secure, and further agree that such records shall for all purposes be recognized and admissible in evidence or otherwise to prove the agreements, rights and obligations of the parties pursuant to any such records.

## 3) Communications

- a. You acknowledge and agree that the Internet is considered inherently insecure. Therefore, you agree that we have no liability to you whatsoever for any loss, claim or damages, arising or in any way related to our response(s) to any e-mail or other electronic communication, which we in good faith believe you have submitted to us. We may respond to an e-mail at either the e-mail address in your Membership Application and Account Agreement, or any other application or written communication actually received by us. Any account owner, or authorized signer may at any time change the e-mail address we use to send account statements or other information. The Credit Union may not immediately receive e-mail communications that you send. We reserve the right to require any notices from you be submitted to us in writing, and we may refuse to send certain information through unsecured e-mail communications. You expressly consent and agree to us, our agents or any parties we authorize, sending and your receiving any communications hereunder by facsimile or other electronic methods including any offers for Credit Union, affiliate or third party services and/or products.
  - b. You agree that funds in any account(s) with us can be transferred, upon the telephone request of any signer on the account, to another account with us or to any other financial institution. Furthermore, we reserve the right to refuse to execute any telephone request or order.
  - c. You understand and agree that for our mutual protection we may record any of our telephone conversations.
  - d. Trademark FCU will never initiate contact over email requesting confidential information. For your convenience, Trademark FCU offers a number of secure communication methods, including secure e-mail through the Credit Union Website and secure messaging through Trademark Online and Trademark Mobile Banking Services.
- 4) **Closing Accounts** – You cannot close your Primary Share Account until all amounts you owe your Credit Union are paid in full and all other accounts that you have with your Credit Union are closed, and all direct deposits and payroll deductions have stopped.
- 5) **Stop Payments** – If you do not want Trademark FCU to pay a personal check, you can ask us to place a stop payment on the instrument. Authorized Visa Check (debit) card transactions are not able to have a stop payment placed on them. You can notify us by mail, telephone,

electronically, or in person. Any such instruction must be submitted to a Member Service Officer. Your request must be given to us three business days prior to the expected transaction date. All oral and written stop payment requests are subject to the terms and conditions of the Stop Payment form related to such requests.

## Regulation E (Electronic Funds Transfers)

---

**Visa Cardholder Agreement** – All account owners hereby agree to the rules and regulations affecting the use of the VISA® Check (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 this card at merchant or bank locations or remote facilities, and positive identification may be requested by the merchant or bank 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.

**Consumer Liability for Unauthorized Transactions** – Tell us AT ONCE if you believe your card 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 transaction 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. Otherwise, unauthorized transfers, including transfers made using ATMs, you can lose no more than \$50.00 if you tell us within 2 business days that your card or PIN was used to make a transfer without your permission. If you do NOT tell us within 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 \$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 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.

**Notification Procedure** – If you believe your card has been LOST or STOLEN, or that someone has transferred or may transfer money from your account without permission, call 1-800-696-1146 or write to: Member Services, Trademark FCU, 44 Edison Drive, Augusta, Maine 04332.

**Business Days** – For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

**Types of Transactions Available and Limits on Such Transactions** – You may use your card to withdraw from or make deposits to your share or checking 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 or checking 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 an ATM. You may buy up to TWO THOUSAND (\$2,000.00) worth of goods or services each day in our point-of-sale transactions. Trademark FCU reserves the right to modify these transaction limits.

**Delay in Posting Transactions** – Due to the nature of the “ATM” system, there may 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).

**Fees** – A transaction resulting in a withdrawal from or a deposit to your share or checking account

is considered the same as any other type of withdrawal or deposit in regard to our fee schedule. The type of account determines if and when a fee will be assessed. All transaction fees will be deducted from your share or checking account. Please contact the Credit Union for a current fee schedule.

In addition, 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.

**International Transaction Fee** – 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 billing statement. This fee will be assessed on all international purchases, credit vouchers, and cash disbursements.

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.

**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** – If you initiate a transfer at an electronic terminal, you can request to receive a copy of the transaction receipt at the time the transaction is originated. You will also receive on a monthly basis a statement of your account activity.

**Error Resolution** – Telephone us at 1-800-696-1146 or write us at Trademark FCU, 44 Edison Drive, Augusta, Maine 04330 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 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 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. If we decide to do this, we will credit your account within 10 business days for 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. If we ask you to put your complaint or question in writing and do not receive it within 10 business days, we may not credit your account. For errors involving new accounts, point- of-sale, or foreign initiated transactions, we may take up to 90 days to investigate your complaint or questions. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**Overdrafts** - If any withdrawal(s) with your card creates a negative balance in your account, you shall 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; 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, shall function properly or be available for use.

Consumer reports (credit reports) may be obtained in connection with any request for a Visa Check Card. 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 (credit bureaus) that furnished the reports.

**No Access Device Transfers** - In addition to electronic fund transfers using your Visa debit card as detailed above, your account may be used for other electronic fund transfers ("EFTs").

EFTs that credit your account will typically be available to you by the opening of the next business day after the transfer is made.

**Types of EFTs Available to You** - Deposit of employer payroll, deposit of Government payments and pre-authorized debits may be made to your account. In addition, merchants and other payees may electronically debit your checking account using information you provide on or with a check. These debits are EFTs subject to this agreement.

**Transfer Limitations and Charges** - There are no limitations on the frequency or dollar amount of EFTs. There are no charges for EFTs; however, a fee will be assessed for each EFT returned to the originator due to insufficient funds. Refer to the Rate and Fee Schedule for current fees.

**Notice of Credits** - If you have arranged to have EFT deposits made to your account, you may call us at the number at the beginning of this agreement to find out whether or not the deposit has been made.

**Trademark Audio** - You hereby agree to the following rules and regulations affecting the issuance of the personal identification number and Trademark Audio (telephone audio response) services provided by us for your convenience.

**Personal Identification Number (PIN)** - The 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 authorized to withdraw funds from your account(s) with the use of your PIN.

**Availability** - Trademark Audio transactions may be made at any time, 7 days a week, except when the service is unavailable due to back-up procedures or maintenance.

**Types of Transactions Available** - You may use your PIN with the Trademark Audio service to obtain information related to any of your savings and loan accounts regarding current balances, account history; loan payoff amounts, loan payment amounts, and payment due dates or you may change your PIN.

Trademark Audio also allows you to withdraw funds from account(s), by check, made payable to

you and mailed to you at your current mailing address. You may also make loan payments from any Trademark FCU account(s) as allowed.

**Transfers** – You may make deposit transfers within your account as often as you like. You may transfer up to the balance in your accounts 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.

**Cancellation** – Your PIN remains our property. We may cancel your Trademark Audio privileges at any time without notice or cause. Any cancellation or termination shall not affect any of your existing liability to us.

**Joint Accounts** – The Trademark Audio PIN is issued *only* to the primary account holder on a savings account and offers access to other accounts owned by that member, as described in this Membership Agreement. You should *not* disclose your PIN to any joint account holder of your savings account. You agree that if you do, the joint account holder will have access to all sub-accounts at the Credit Union owned by you, either individually or jointly.

**Additional Terms** – The following additional terms apply to No Access Device Transfers and Trademark Audio.

**Summary of Right to Receive Documentation of Transactions** – You will receive a monthly or quarterly statement of your account activity. You may not receive any other receipt or confirmation of an EFT.

**Credit Union's Liability 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 some exceptions. We will not be liable, for instance:

- (1) If, through no fault of the Credit Union, you do not have enough money in your account to make the transfer – you will be charged a non-sufficient funds (NSF) fee for each item that overdraws your account.
- (2) If circumstances beyond the Credit Union's control (such as fire or flood) prevent the transfer; or
- (3) If the transfer would go over the credit limit on your overdraft line;
- (4) If the Trademark Audio System was not working properly and you knew about the breakdown when you started the transfer;
- (5) If we have reason to believe that transactions involving your account may be unauthorized, fraudulent, illegal or otherwise improper.

**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.

**Consumer Liability for Unauthorized Transactions** —Tell us AT ONCE if you believe your PIN has been LOST or STOLEN or if you believe someone has used your PIN or accessed your account without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within 2 business days, you can lose no more than FIFTY DOLLARS (\$50.00) if someone used your PIN without permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your PIN, and we can prove that we could have stopped someone from using your PIN without your permission if you had told us, you could lose as much as FIVE HUNDRED DOLLARS (\$500.00). If your statement shows EFTs 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 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.

**Notification Procedure** – If you believe that your PIN has been LOST or STOLEN, or that someone has transferred or may transfer money from your account without permission, call 1-800-696- 1146

or write to: Trademark FCU, 44 Edison Drive, Augusta, Maine 04332.

**Business Days** – For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

**Error Resolution Procedures** – In case of errors or questions about your Electronic Fund Transfers call 1-800- 696-1146 or write to: Trademark FCU, 44 Edison Drive, Augusta, Maine 04332. If you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt, we must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared. When you telephone us or write to us: (1) Tell us your name and account number(s); (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is in error or why you need more information; (3) Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten business days.

We will tell you the results of our investigation within 10 business days from when we hear from you and will promptly correct any error. If we need more time, we may take up to 45 days to investigate your complaint or questions. If we decide to do this, we will 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 ten business days, we may not credit your account.

If we determine 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.

**Other EFT Services Available** – We do offer Trademark Online (online banking), Trademark Mobile (mobile banking), text banking, remote deposit capture service (DeposZip) and online bill payment. You can sign up for these services and additional products through Trademark Online or Trademark Mobile. At that time in order to use those services, you will need to acknowledge and accept separate Mobile Online Bill Pay and RDC Agreement disclosures at that time. If you would like a copy of these disclosures, please contact Trademark FCU for a paper copy.

## Regulation CC (Funds Availability)

---

**When Funds Are Available** –For determining the availability of deposits, every day is a business day, except Saturdays, Sundays, and state and federal holidays. If a deposit is made with a person at a branch on a business day that we are open, we will consider that day to be the date of deposit.

However, if a deposit is made on a day we are closed for business, or in a night depository, the deposit will be credited on the next business day that we are open.

**Reservation of Right to Hold** – In some cases, we will not make all of the funds deposited by check available to you on the same business day of deposit. Depending on the type of check that is deposited, funds may not be available until the sixth business day after the day of your deposit. If we are not going to make all of the funds from a deposit available on the first business day, we will notify you at the time the deposit is made. We will also tell you when the funds will be available. If the deposit is not made directly to a Credit Union employee, or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive the deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

**Define Holds: (PSNS)** We will place a hold on your account for any authorized debit card transaction until the transaction settles (usually within two business days) or as permitted by payment system rules. In some cases, the hold may exceed the amount of the transaction. When the hold ends, the funds will be added to the available balance in your account. If your account is overdrawn after the held funds are added to the available balance and the transaction is posted to the available balance, an Overdraft Fee may be assessed."

**Same Day Availability** – The Credit Union affords same day availability for cash deposits, checks drawn on us, and electronic fund transfers.

**Next Day Availability** – The following checks will have the first \$225.00 available the same day of your deposit and the remainder will be available the next business day after the deposit:

**Government Checks** – U.S. Treasury checks payable to you and deposited in your account, U.S. Postal Service money orders, Federal Reserve Bank or Federal Home Loan Bank checks deposited by you in person, checks drawn by the State or an agency of the State or a branch of local government deposited in an account held by the payee of the check in the same state.

**Depository Institution Checks** – for example, Travelers Checks, cashier's checks, certified checks, and money orders.

**Two Day Availability** – All other checks will have the first \$225.00 available the same day of your deposit and the remainder will be available the second business day after the deposit.

**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:

- Deposits of checks totaling more than \$5,525 on any one day.
- Redeposits of a check that has been returned, unpaid.
- Your account has been overdrawn repeatedly in the last six months.
- We have "reasonable cause" to believe a check deposited will not be paid.
- 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 sixth business day after the day the deposit is otherwise available for withdrawal.

**Deposits at Automated Teller Machines** – Funds from any deposits, whether cash or checks, made at automated teller machines, which we do not own or operate, will not be available until the fifth business day after the day of deposit.

#### **Deposits at Shared Branching (CU Service Center) Locations**

Funds from check deposits made at a Shared Branching location may not be available until the second business day after the day of your deposit.

**Special Rules for New Accounts** – For deposits in new accounts for the first 30 calendar days after the account is established, the above provisions apply but only to the first \$5,525 deposited in the aggregate on any one business day. The amount in excess of \$5,525 shall be made available on the ninth business day after deposit.

## **Regulation GG (Unlawful Internet Gambling Enforcement Act (UIGEA))**

---

All Members are prohibited from engaging in unlawful internet gambling or any other illegal activity. You agree that you will not use any of your accounts, access devices or services for unlawful internet gambling or other illegal activities. Trademark FCU may terminate your account relationship if you engage in unlawful internet gambling or other illegal activities.

## **Wire Transfer Agreement**

---

**Summary and Definitions** – The following rules shall apply to all wire transfers services provided by Trademark FCU. This Wire Transfer Agreement supersedes any inconsistent terms contained in any other or prior agreements and any previous Wire Transfer Notice or Request. This Agreement governs the movement of funds by means of funds transfers defined in Article 4A of the Uniform Commercial Code, Subpart B of Regulation J of the Board of Governors of the Federal Reserve



System and as may be applicable, the operating rules for the National Automated Clearing House Association. If this Agreement varies any provision of Article 4A, Regulation J or the operating rules of NACHA, this Agreement shall govern, except where specifically prohibited by applicable law.

**Services Available** – You authorize us to transfer funds according to your request(s) to and from your account(s) with us, or to and from another institution or person. Transfers shall be made according to any security procedures we deem appropriate or as specifically agreed upon as provided herein. We may debit any of the accounts you designate as a source of payment for funds transfers and any related fees and service charges. We will have no obligation to accept or execute any wire transfer request if (1) the account(s) from which it is to be made does not contain sufficient available collected funds; (2) the wire transfer request is not authorized or does not comply with applicable security procedures; or (3) acting in good faith we have cause for rejecting the wire transfer request.

**Person(s) Authorized to Make Transfers** – You agree that you, any owner of the account, or authorized signer of the account, may initiate, request, cancel, amend or verify transfers on your account(s). We may rely on the authority of any person(s) designated by you or any joint owner until we receive written notice revoking or modifying that authority.

**Security Procedure(s)** – When a wire transfer request is issued by an account owner, the Credit Union's security procedure may involve use of identification methods that may include photo identification requirements, signature verification, data/password verification, use of a personal identification number, and/or callback procedure by us. In certain situations, some or all of the above may be required. You agree that any security procedures we elect to utilize in any particular transaction are commercially reasonable and you agree to comply in all respects with such procedures. You may choose not to allow outgoing funds transfers on your accounts by informing us in writing, in person, by phone or e-mail via our secure internet banking service, and we shall honor such request if given within a sufficient time on a business day to allow us to accommodate the request. If you have chosen not to allow funds transfers on your account, you may reinitiate the service via the same methods. You authorize us to record any telephone communications regarding any transfer order, which we may maintain for any period of time we deem appropriate.

**Time Limitations for Acceptance of Wire Transfer Requests** – We may establish and change cut-off times for the receipt and processing of wire transfer requests, amendments, or cancellations. For the services subject to this Agreement, our business days are Monday through Friday 8:30 a.m. to 4:30 p.m., excluding holidays. Any request received after 2:00 p.m. will be processed on the following business day.

**Cancellation or Amendment of Wire Transfer Request(s) and Termination** – You may not be able to cancel or amend a request after it is received by us. However, we may, in our sole discretion, use reasonable efforts to act on your request for cancellation or amendment. Any request for cancellation or amendment is subject to applicable security procedure(s). We shall have no liability if such cancellation or amendment is not processed. Furthermore, you shall be solely liable for any and all damages arising or related to any amendment or cancellation; and agree to indemnify and hold us harmless from any and all liabilities, costs and expenses we may incur in attempting to cancel or amend any transfer. We may terminate any wire transfer request immediately at any time upon telephone notification to you if (1) you have not provided us with the correct information; (2) you have breached this agreement; or (3) we become aware of information which may indicate illegal or improper transactions.

**Account Owners Instructions Identifying Beneficiary or Financial Institution** – You acknowledge and agree that when you provide us with the name and account number when requesting a transfer, that payment may be made solely on the basis of the account number even if the account number identifies a beneficiary different from the beneficiary named by you. Further, payment instructions identifying a beneficiary's financial institution name, routing and transit number may result in payment solely on the basis of the routing and transit number even if the name of the institution does not correspond to said numbers. You further agree that your obligation to pay the amount of the wire transfer to us is not excused in such circumstances. Likewise, wire transfers received by us for your benefit may be paid by us solely on the basis of account number.

**Account Statements and Notices** – All transfers subject to this Agreement will be reflected on your

periodic account statement(s). Notification of receipt of all such transfers will be provided by including such item in the periodic account statement(s) we provide to you. You may inquire whether a specific transfer has been received at any time during our normal business hours. You agree to review each statement or other notice for any discrepancies in connection with transfers. If you think a transfer is not authorized, wrong, or if you need more information about a transfer, you must contact us in writing upon discovery of the error or within 30 days after you receive the first notice or statement that reflects the discrepancy you allege, whichever is earlier. Failure to do so will relieve us of any obligation to pay interest or otherwise compensate you for the amount of any unauthorized or erroneous transfer.

**Method Used to Make the Wire Transfer** – We may select any means for the transmission of funds we consider suitable, including but not limited to the Credit Union's own internal systems or Fedwire. Any subsequent financial institution may also use Fedwire. Any use of Fedwire shall be governed by applicable Fedwire regulations. The Credit Union is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another party, refusal or delay by another financial institution to accept the transfer, war, emergency conditions, fire, earthquake or other circumstances not within our control.

**Limitation of Credit Union's Liability** – In addition to any defense or exception from liability provided in under applicable law, we shall only be responsible for performing the wire transfer service provided in this agreement pursuant to the instruction you give (when acceptable to us and under applicable law) and shall be liable only for our failure to act with "ordinary care" or we if act with willful misconduct, which failure or willful conduct is the proximate cause of such liability. However, our liability in any such case shall be limited to actual damages; and in no matter or case shall we be liable for any special, indirect, exemplary, consequential or punitive damages (including lost profits). Further, we shall in no case be responsible for the payment of any attorneys' fees or other legal expenses. If we become obligated to pay dividends to you under applicable law, you agree that the dividend rate shall be equal to the dividend rate applicable to the account on which the transfer was made. If you make a request which instructs us to wire funds to any foreign country, we have no liability arising or relating to length of time necessary to complete such transactions provided we have acted with ordinary care, and without willful misconduct. You may incur fees from the Credit Union and processing institution for any trace requests made. A foreign wire cannot be traced until 5 business days have passed.

**Your Liability to the Credit Union** – You shall be liable to us for and shall indemnify and hold us harmless from any and all claims, causes of action, damages, expenses (including reasonable attorney's fees and other legal expenses), liabilities and other losses resulting from acts, omissions, or provision of invalid or inaccurate data by you.

**Provisional Payment** – We may in our sole discretion give you a credit for wire transfers before we receive final settlement of the funds transfer. We reserve the right to reject any such payment or transfer without liability to you. Any such credit is provisional until we receive final settlement. If we do not receive such settlement, we are entitled to a refund from you in the amount provisionally credited.

**Choice of Law** – Except as otherwise required by applicable law, this agreement and any dispute arising hereunder or relating hereto shall be construed and governed by the laws of the State of Maine.

**Fees** – We will charge you a fee for outgoing domestic wires and for outgoing international wires. We do not currently charge a fee for all incoming wire transfers. Please refer to our Rate and Fee Schedule for the most updated information. Additional fees may be assessed by the receiving financial institution or any intermediary financial institution. Trademark FCU cannot determine if and what fees will be charged.

## Shared Branching Transactions

---

Members may use a Trademark office to complete Shared Branching transactions with another

participating credit union. You may also conduct transactions on your Trademark account at a participating credit union branch.

When conducting a Shared Branching transaction at any participating location, you must provide the following:

- Name of the credit union you wish to do a transaction on
- Your primary Member number
- Valid non expired identification

The following are allowed Shared Branching transactions:

- Deposits and withdrawals
- Loan payments listed on your account (no payoffs)
- Transfers
- Purchase money orders, cashier's checks, gift cards (where available)
- History request (statement print)

### **Complaint Resolution Procedure**

---

If you have a dispute with Trademark FCU regarding your account(s), you may contact the appropriate department within the Credit Union and attempt to resolve the problem directly. If the problem is not resolved, you may submit a letter describing the issue and the resolution you are seeking to the President at Trademark FCU, P.O. Box 1440, Portland, ME 04104. If the dispute is still not resolved you may submit a letter describing the issue and the resolution you are seeking to the Board of Directors, at Attn.: Chairman, Trademark FCU, P.O. Box 1440, Portland, ME 04104.



## Privacy Notice

### Facts

**WHAT DOES TRADEMARK FEDERAL CREDIT UNION DO WITH YOUR PERSONAL INFORMATION?**

### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.

### What?

The types of personal information we collect and share depends on the products or services you have with us. This information can include:

- Social security number and income
- Account balances and payment history
- Credit history and credit score

### How?

All financial companies need to share Member's personal information to run their everyday business. In the section below, we list the reasons financial companies can share their Members' personal information; the reasons Trademark Federal Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Trademark FCU share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	YES	NO
For our marketing purposes - to offer products and services to you.	YES	YES
For joint marketing efforts with other financial companies	YES	YES
For our affiliates' everyday business purposes - information about your transactions and experiences	NO	We don't share
Four our affiliates' everyday business purposes - information about your creditworthiness	NO	We don't share
Nonaffiliates to market to you	YES	YES

### To limit our sharing

- Call 1-800-696-1146 - our menu will prompt you through the choices or
- Visit us online at [www.TrademarkFCU.org](http://www.TrademarkFCU.org)

**Please note:** If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us any time to limit our sharing.

### Questions?

Call 1-800-696-1146 or go to [www.TrademarkFCU.org](http://www.TrademarkFCU.org)

# Privacy Notice

## Who we are

Who is providing this notice?

Trademark Federal Credit Union

## What we do

How does Trademark Federal Credit Union protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Trademark Federal Credit Union collect my personal information?

We collect your personal information, for example, when you:

- Open an account or deposit money
- Pay your bills or apply for a loan
- Use your debit card

We also collect personal information from others, such as credit bureaus, affiliates, or other companies

Why can't I limit all sharing?

Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes - information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing nonaffiliates to market to you

What happens when I limit sharing for an account I hold jointly with someone else?

We only share Primary account holder's information

## Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

## Trademark Federal Credit Union

(800)-696-1146

AUGUSTA: 44 Edison Drive \* P.O. Box 1056 \* Augusta, ME 04332

SOUTH PORTLAND: 340 Main Street \* South Portland, ME 04106

SCARBOROUGH: P.O. Box 1440 \* Portland, ME 04104

EMAIL: [MemberServices@TrademarkFCU.org](mailto:MemberServices@TrademarkFCU.org) WEB: [www.TrademarkFCU.org](http://www.TrademarkFCU.org)