

Electronic Funds Transfer Act Disclosure

Electronic Funds Transfer Act Disclosure in this agreement, "you", "your", and "yours" means the person who authorized the electronic fund transfer including anyone else you allow to do so. "We", "us", "our", and "the Bank" refer to ableBanking, a division of Northeast Bank. These terms and conditions, in addition to those stated in the Deposit Account Agreement govern all electronic fund transfers by ableBanking and are considered part of these account agreements by reference. If your account is primarily for personal, family or household purposes, these transactions are governed by Regulation E and the following disclosures apply.

When you accept direct deposits or authorize automated payments/debits/checks or telephone transfers to or from your account, you agree to these terms and conditions.

HOW TO CONTACT THE BANK:

For any questions regarding electronic fund transfers, you may contact one of our ableBankers through our Contact Center during our business hours at 1-888-1-AM-ABLE (1-888-426-2253), or write to us at: ableBanking, P. O. Box 2606, Lewiston, ME 04241-2606.

BUSINESS DAYS:

For the purpose of this disclosure, every day is a business day except Saturdays, Sundays and legal holidays observed by the Federal Reserve Board.

YOUR LIABILITY:

Tell us **immediately** if you believe your account may be or has been subject to unauthorized electronic fund transfers. Telephoning is the best way to keep your possible losses down. You could lose all the money in your account. If you tell us within two (2) business days after you learn of the potential of unauthorized fund transfers to your account, you can lose no more than \$50 if someone accessed your account without permission. If you DO NOT tell us within two (2) business days after you learn of the potential of unauthorized electronic fund transfers to your account and we can prove that, with notice from you, we could have stopped someone from completing such transfers without your permission, you could lose as much as \$500. 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 after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods. If you believe that someone has transferred out of your account using the information from your check without your permission you should call the number listed above at once.



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TRANSFER TYPES AND LIMITATIONS:

You may authorize electronic fund transfers to or from your Money Market account with some limitation to the external account from which the initial funding for your account was funded. After your money market account is opened for sixty (60) days, you may choose to link an alternative account within online banking at a US Financial institution as long as the account is owned personally by you to your Money Market account. You must complete the process of verifying micro-deposits sent by the Bank to this external account to validate your ownership. You may not have more than one (1) external account linked to your account at any given time. You are subject to a \$25,000 daily limit on transfers out of your account to an external account.

PREAUTHORIZED PAYMENTS:

If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits you set.

PREAUTHORIZED CREDITS:

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-888-I-AM-ABLE (1-888-426-2253) to find out whether or not the deposit has been made.

TRANSACTION RECORD AND STATEMENT:

You will receive an electronic (eStatement) account statement monthly showing your electronic fund transfers.

ERROR NOTIFICATION:

If you believe that someone else has transferred or may transfer money from your account without your permission, contact the bank as soon as you can. We must hear from you no later than sixty (60) days after we sent the FIRST eStatement on which the problem or error appeared. When you contact us, please:

- Tell us your name and account number; and
- Describe the error or the transfer you are unsure about; and
- Explain as clearly as you can why you believe it is an error or why you need more information; and
- Tell us the dollar amount of the suspected error.

If you tell us verbally, you must 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 (twenty (20) business days if the transfer involved a "new account") after we hear from you and correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (if the transfer involved a foreign initiated transfer or a "new account" regardless of the type of transaction) to investigate your complaint or question. If we decide to do this, we will credit your

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account within ten (10) business days (twenty business days if the transfer involved a "new account") for the amount you think is in error, so that you will have 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 (10) business days, we may not credit your account.

We will tell you the results within three (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.

STOPPING PAYMENT:

If you have told us in advance to make regular payments out of your account you can stop any of these payments. Contact the Bank and request that the payment be stopped. Please allow at least three (3) business days before the payment is scheduled to be made for us to receive and process your request. If you make the request by telephone, we will require you to confirm your request in writing and submit it to us within fourteen (14) calendar days after your call.

After fourteen (14) calendar days, unconfirmed verbal orders are no longer effective. We will charge you a fee for each stop payment order you give. If you order us to stop one of the payments, three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. If the transfer is to your account, please notify the company, government agency, etc., directly to change your electronic fund transfer instructions.

CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your account for a third party, such as a consumer reporting agency or merchant; or
- In order to comply with government agency or court orders; or
- If you give us written permission; or
- As explained in the Bank's Privacy Disclosure

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 with you, we will be liable for your losses or damages proximately caused thereby, subject to one or more of the following exceptions. We will NOT be liable, for instance if:

- Through no fault of ours, you do not have sufficient funds in your account to make the transfer. We determine "sufficient funds" according to Federal regulations regarding the collected balance of accounts once all checks and other deposited items are determined valid and paid by the institution on which they are drawn.
- Circumstances beyond our control (such as fire or flood) prevent the transfer, despite the reasonable precautions that we have taken.
- The transfer consists of money we are required by law to pay or hold for a third party.
- We have restricted or refused your transactions for security reasons. There may be other exceptions stated in our underlying Deposit Account Agreement with you.



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SCHEDULE OF SERVICE FEES:

You will not be charged for the types of electronic fund transfers described above. Other fees, such as for stop payment orders, may apply to your account, however. These are listed in our Schedule of Fees.

AMENDMENTS:

We may change or terminate this agreement at any time. We will mail you advance notice of the change at least twenty-one (21) calendar days before it takes place if the change is the charging of or increase of a fee, an increase in your liability, fewer ways you can use our EFT services or stricter limitations on EFT use. No prior notice is necessary if the change is for security reasons.

APPLICABLE LAW:

This disclosure is subject to all applicable provisions of Federal and Maine laws and regulations governing the Bank.