



ELECTRONIC FUND TRANSFER (EFT) AGREEMENT

Auburn Savings (hereafter referred to as “we,” “us,” and “our”) offers Electronic Fund Transfer (EFT) services that allow you (if this is a joint account, the pronouns “you” and “your” shall include each of you) to access certain designated accounts through the use of an Automated Teller Machine (“ATM”), a Point-of-Sale (“POS”) Terminal, our Bank by Telephone system, and our Auburn OnLine computer banking system (“Auburn OnLine”). This agreement contains all of the terms of this electronic fund transfer program. It describes the services and types of transfers available and explains all rights and/or liabilities that may apply. Please read the entire agreement carefully. In accepting it, you hereby agree to the rules and regulations affecting the use of these services.

P.I.N., USER ID/PASSWORD

Your Personal Identification Number (“P.I.N.”) and your User ID/Password allow you to use our EFT services by providing you with the means to access your accounts. You are responsible for their safekeeping. You agree not to disclose these access codes or otherwise make them available to anyone not authorized to access your accounts. You understand that any joint owner you authorize to use them may withdraw or transfer funds from any of your accounts. If you fail to maintain the security of these codes and we suffer a loss, we may terminate your EFT services immediately. You may change your ATM or Debit Card P.I.N. at our 256 Court St. Auburn or 325 Sabattus St. Lewiston locations. You may change your telephone P.I.N. and Auburn OnLine User ID/Password as indicated by those systems. Your User ID should be between 8 and 20 characters long, whereas your Password should be between 5 and 32 characters long. They both can be a mixture of characters and numbers. You may change your User ID and Password as frequently as you wish.

MISUSE OF SERVICES

If you exceed either your maximum daily limits or your available balance, we will collect any applicable overdraft charges and may cancel your EFT privileges. We may restrict access to your account(s) if we notice use of EFT services that we believe to be suspicious.

ELECTRONIC CHECK CONVERSION

Writing a check can result in an electronic fund transfer. This can happen in several ways. For example:

- You can purchase goods or pay for services and authorize a merchant or service provider to convert your check into an electronic fund transfer.
- At the time you offer a check to a merchant or service provider, you may be asked to authorize the merchant or service provider to electronically collect a fee in the event that the check is returned for insufficient funds. Paying such a fee electronically is an electronic fund transfer.

You authorize merchants to make these types of electronic fund transfers when you agree to the transfers orally or in writing or when you complete transactions at locations where the possibility of such transfers has been posted. You hereby authorize us to honor such transfers, which are covered by this Agreement.

EFT SERVICES

ATM CARD

Your ATM Card, together with your P.I.N., can be used at ATM locations displaying the NYCE or PLUS logos. You may designate up to two (2) accounts [statement savings, checking, or money market statement accounts] for this service. At the present time, you may use your ATM Card to:

- Withdraw funds from your designated accounts.
- Transfer funds from your designated accounts.
- Obtain balance information for your designated accounts.

Limitations:

- There is no limit on the number of cash withdrawals or transfers you may make in any one day.
- For your protection, the total amount of cash you may withdraw is limited to \$300 per day per card. (Higher limits may be available with bank approval.)
- Withdrawals or transfers from an account may not exceed the available balance in that account.

VISA DEBIT CARD

Your VISA Debit Card, together with your P.I.N., can be used to perform all of the ATM functions listed above, as well as to perform debit functions to purchase goods or services at POS (Point-of-Sale) terminals that display the VISA logo. Up to two accounts [statement savings or checking] may be designated for VISA Debit Card service. However, since POS transactions are deducted from checking accounts only, at least one of your designated accounts must be a checking account. At the present time, you may use your Auburn Savings VISA Debit Card to:

- Perform all of the ATM functions listed above.
- Purchase goods or services at merchants everywhere VISA Debit Cards are welcome.
- Engage in POS transactions to purchase goods or services at merchants that accept Visa.
- Order goods or services by mail, telephone, or the Internet from places that accept Visa.

Limitations:

- There is no limit on the number of ATM cash withdrawals or transfers, or POS debit transactions you may make in any one day.
- For your protection, the total amount of ATM cash withdrawals is limited to \$300, and total debit purchase transactions are limited to \$1,000, per day per card. (Higher limits may be available with bank approval.)
- Transactions may not exceed the available balance in your designated account(s).

Bank by Telephone System

Your access code can be used to access by telephone any account you have with Auburn Savings. At the present time, you may use your code to:

- Transfer funds from one deposit account to another.
- Make loan payments.
- Obtain balance and transaction information.

Limitations:

- There is no limit on the number of transfers you may make in any one day. However, debit transfers from savings and money market accounts must not exceed the federal 6-per-month limit for those types of accounts, as disclosed on our Truth in Savings disclosures. Auburn Savings reserves the right to refuse any transaction that violates the regulatory limit.
- Transfers from an account may not exceed the available balance in that account.

Auburn OnLine Banking System

Your User ID/Password for Auburn OnLine can be used to access your accounts and to initiate bill payments OnLine from a computer. At this time, you may use your User ID/Password to access your accounts 24 hours a day, 7 days a week via the Internet to:

- Check account balances
- See if a check has cleared your account
- Transfer funds between accounts or make a payment to your loan account with us
- Schedule future and recurring transfers
- Review recent transactions
- Access the Bill Payment service within Auburn OnLine to:
 - Pay bills with a click of a button
 - Make multiple payments on a single screen
 - Schedule future and recurring payments, including loan payments to third parties

How the Bill Payment service works:

"SEND ON" DATE vs. "DELIVER BY" DATE

When scheduling a bill payment, note the difference between the "SEND ON" date and the "DELIVER BY" date. The "SEND ON" date is the date we will attempt to deduct the payment amount from your designated account. If the attempted deduction fails because you did not have enough funds in your primary account, we will send you an email indicating this situation. If the second attempted deduction is not successful, the transaction will be cancelled and you will be responsible for rescheduling. If the second attempted deduction is successful, the payment will be processed and remitted to the payee, however the "DELIVER BY" date will be one business day later. If you receive an email because the first attempted deduction was not successful, you should access Auburn OnLine to determine the date of the second deduction attempt.

If you schedule a payment with the "SEND ON" date as the current date, you must have adequate funds in your account at the time the payment is scheduled. The funds will be deducted shortly after you log out of the session. If you schedule a payment with the "SEND ON" date in the future, there must be adequate funds in your account when we attempt the deduction. This can occur anytime between 12:01 am and 4:00 pm EST.

The "DELIVER BY" date is the date that you can expect the payee to receive your payment. The "DELIVER BY" date for your payment should be no later than the due date the payee has indicated for the payment.

PAYMENT GUARANTEE

If a properly scheduled payment is not received and posted on time by the payee, we will attempt to remove any late fees or assessed finance charges. (Finance charges are calculated based on your payment amount rather than your entire balance.) If the payee is unwilling or unable to remove them, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to add a note of explanation to your account to ensure that the situation does not negatively impact your credit rating.

The Payment Guarantee applies to late fees and/or finance charges associated with the late posting of a payment, provided that the following conditions are met:

1. The payment was scheduled to be delivered on or before the due date of your bill, excluding any grace periods.
2. The payment was not made to a prohibited payee (see below) or the following type of payee:
 - Payments to payees located in the Armed Forces Postal Codes, such as AE & AP
 - Payments to settle securities transactions
 - Payments to payoff special or delayed financing for purchases
 - Payments to credit counseling agencies who pay creditors on your behalf
3. The information supplied by you is correct (payee name and address, your name and account number as it appears on the payee's records).
4. You had sufficient funds in your account during our first deduction attempt on the "SEND ON" date.

We will only be responsible for the direct fees or finance charges associated with the late payment. We will not be responsible for any other consequential damages that might arise from the late payment.

PROHIBITED PAYEES

We will not process payments on your behalf to payees meeting any of the following criteria:

- Designated by the Office of Foreign Asset Control as being a prohibited payee
- Having an address outside of the United States (except for APO)
- Court-ordered payments such as alimony, child support, speeding tickets, etc.
- Tax entities
- Collection agencies

If a payment to a prohibited payee is inadvertently processed, the payment guarantee outlined above does not apply to that payment, and we reserve the right to not process a payment to that payee in the future.

CANCELLING BILL PAYMENTS

We may cancel a bill payment if we have reasonable belief that the payment is fraudulent. If we cancel a payment, we will attempt to contact you to inform you of this action.

You may cancel an outstanding bill payment at anytime through Auburn OnLine. Bill payments are considered outstanding until the "SEND ON" date.

You can cancel a "Recurring" transaction by verbal or written no later than 3 business days before the "SEND ON" date of the transaction by contacting Customer Service at the address or phone number listed in this agreement. If you call, we may also require you to put your request in writing and provide it to us within fourteen days. The notice must detail whether the cancellation applies to only one of the recurring transactions, or all transactions in the recurring stream.

INTERNET EMAIL NOTIFICATIONS

It is important to keep a current Internet email address on file with us, as we use this to communicate important security events about your account to you such as:

- Password changes,
- User ID changes,
- Internet email address changes (sent to old and new addresses), and
- Adding New Payees

Limitations:

- There is no limit on the number of bill payments or transfers you may make in any one day. However, debits from savings and money market accounts must not exceed the federal 6-per-month transfer limit for those types of accounts, as disclosed on the Truth In Savings disclosures. Auburn Savings reserves the right to refuse any transaction that violates the regulatory limits.
- Total payments to any one payee may be made in any amount not exceeding \$9,999.99. We will process bill payment transfer requests only to those creditors that you properly establish and authorize. We will not process any bill payment transfer if the required transaction information is incomplete. For each payee that you establish on our bill payment service, we will assign a specific deadline that you must meet when submitting payment instructions. We will withdraw the designated funds from your checking account for bill payment transfer by the designated cutoff time on the business day you schedule for payment. We may remit your payments by mailing your payee a check, by transferring your funds electronically, or by other means. Because of the time it takes to transmit your payment, your payees generally will not receive payment on the same day you instruct us to make the payment. We will not be responsible for any loss or penalties you may incur as a result of a late payment if you do not allow the required number of business days between the dates you instruct us to make the payment and the due date for that payment. Please remember that you must allow sufficient time for vendors to process your payment after they receive a transfer from us. Please leave as much time as though you were sending your payment by mail. We cannot guarantee the time that any payment will be credited to your account by the vendor. You may not cancel a "today payment" request once you have terminated your session: however, a future dated payment initiated through our bill payment service may be cancelled no later than midnight (Eastern Standard Time) of the day before the payment is scheduled to be made.
- You may not schedule duplicate payments to the same payee on the same day.
- Transfers from an account may not exceed the available balance in that account.

Electronic check conversion

You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:

- Pay for purchases.
- Pay bills.

FEES AND CHARGES

Please see our current Service Charge Schedule for current ATM/POS charges. Any ATM transaction or inquiry will be subject to the current fee(s). If you lose your ATM or VISA Debit Card, you will be charged a replacement fee.

Fees may be imposed for overdrafts as permitted by applicable law and according to our Service Charge Schedule. Such fees are referred to as "Insufficient Funds Charge" fees on our Service Charge Schedule. Please refer to that schedule for a list of charges that may apply to your account(s).

If you use an ATM that is not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction or the balance inquiry. The ATM surcharge will be debited from your account if you elect to complete the transaction or the inquiry. Please refer to the disclosures at the terminal for fee information.

Currently there is no charge for the personal use of the Auburn OnLine banking system. However, we reserve the right to implement a monthly service charge in the future. Should we decide to implement such a charge, we will notify you at least 30 days in advance of the start of the billing cycle in which the charge will be assessed against your account. Once implemented, such a charge will continue to be assessed each month unless you call or write to cancel this service. You will be required to notify us by the 15th of the current month to avoid having to pay the charge for the following month.

DOCUMENTATION

Receipt - Each time you use an ATM and/or a POS terminal, you will receive a receipt unless you choose not to receive a receipt or the system is not working properly. Some terminals may not provide a receipt for ATM or POS transactions of \$15 or less.

Monthly Statement - You will receive a monthly statement containing activity on each non-passbook deposit account you have designated for electronic fund transfer. For a passbook savings account, if you bring your passbook to us, we will record any electronic transfers that were made to your account since the last time you brought in your passbook.

YOUR LIABILITY

You are responsible for all transactions you authorize using your EFT Services covered by this Agreement. If you permit someone else to use an EFT service, your Card, your P.I.N., or your User ID/Password, you are responsible for any transactions they authorize or conduct on any of your accounts.

Unauthorized Transfers

ATM Card, VISA DEBIT CARD (ATM function only), Bank by Telephone, and Auburn OnLine Banking System

Tell us at once if you believe your VISA Debit Card, ATM card, P.I.N. or User ID/Password has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning us immediately is the best possible way of keeping your losses at a minimum. You could lose all of the money in your account(s) plus your maximum overdraft Line of Credit. If you notify us within two (2) business days, you can lose no more than FIFTY DOLLARS (\$50) if someone has accessed your account(s) without your permission.

If you do not tell us within two (2) business days after you learn of the loss or theft, and we can prove that we could have stopped someone from using the card, the P.I.N., or User ID/Password without your permission if you had told us, you could lose as much as FIVE HUNDRED DOLLARS (\$500).

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not notify us within sixty (60) days after the statement was mailed or delivered electronically 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 notified us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the above time periods.

VISA DEBIT CARD (Debit function)

You are not liable for unauthorized VISA Debit Card debit transactions. However, please tell us at once if you believe your VISA Debit Card or P.I.N. has been lost or stolen.

NOTIFICATION PROCEDURE

If you believe that your card, P.I.N., or User ID/Password have been lost or stolen, or that someone has transferred or may transfer money from your account(s) without permission, call us at 207-782-6871, or write to us at PO Box 3157 Auburn ME 04212-3157. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

BUSINESS DAYS

Our business days are Monday through Friday. Weekends and holidays are not included.

OUR LIABILITY

If we do not complete a transfer to or from your deposit account(s) 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.
- You used the wrong Card, P.I.N., User ID/Password, or you used a Card, P.I.N., and User ID/Password in an incorrect manner.
- The ATM where you are making the transfer does not contain enough cash.
- The terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- The transfer would go over the credit limit on your overdraft line.
- Circumstances beyond our control (such as fire or flood) prevent the transfer, despite the reasonable precautions we have taken.
- There is a dispute about the amount, or we have been ordered to pay to, or to hold for, someone else the money in your account(s).
- A withdrawal would consist of money deposited in the form of a check or other order that was not yet available for withdrawal.
- The telephone or computer equipment you used to conduct telephone or OnLine transactions was not working properly, and you knew or should have known about the breakdown when you started the transaction.
- Your Card, P.I.N., User ID/Password has been reported lost or stolen.

Any other exceptions stated in this agreement or in our account agreement with you will apply.

STOP PAYMENTS

You may not stop payment of the electronic fund transfers covered by this Agreement, except for pre-authorized transfers. Therefore, you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment. [Note: You may cancel pre-authorized transfers set up under Bill Pay as outlined in *Limitations*. Please refer to the OnLine directions for canceling such transfers.]

INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account(s) or the transfers you make: (1) where it is necessary for completing transfers; or (2) in order to verify the existence and condition of your account(s) for a third party, such as a credit bureau or

merchant; or (3) in order to comply with government agency or court orders as permitted by law; or (4) if you give us your written permission; or (5) as explained in our Privacy Policy.

DELAYS IN POSTING TRANSACTIONS

Due to the nature of the electronic transfer 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).

AMENDMENT TO THIS AGREEMENT

We may change the terms of this agreement by giving you written notice at least twenty-one (21) days prior to the effective date of the change, if the change would result in greater cost or liability for you or decreased access to your account(s). However, if the change is made for security purposes, we can implement it without giving you prior notice.

OTHER AGREEMENTS & REGULATIONS

This agreement is in addition to any other agreement, rule, or regulation relating to the accounts and services that are subject to this agreement.

TERMINATION

You may terminate this Agreement or any EFT service under this Agreement at any time by notifying us in writing and stopping your use of your Card(s), P.I.N's, and/or your User ID/Password. You must return all Cards to us. If you terminate your use of Auburn OnLine, you authorize us to continue making transfers and bill payments that you have previously authorized until such time as we have had a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will make no further transfers or payments from your account(s), including any transfers or payments you have previously authorized. We may also terminate this Agreement at any time by notifying you orally or in writing. If we terminate your use of Auburn OnLine, we reserve the right to make no further transfers or payments from your account(s), including any transactions you have previously authorized. Your Card(s) remains our property, and immediate surrender of it (them) may be required at any time. We reserve the right, at any time, to cancel the card(s) or to invalidate your log in credentials without notice or cause. Termination will not affect any of our rights or your obligations arising under this agreement prior to termination.

LAW

In event of any conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement shall be deemed modified to the extent necessary to comply with such law or regulation.

ERROR RESOLUTION PROCEDURES

In Case of Errors or Questions About Your Electronic Transfers Telephone us at 207-782-6871 or write us at PO Box 3157 Auburn ME 04212-3157, AS SOON AS YOU CAN 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 sixty (60) days after we send you the **FIRST** statement on which the problem or error first appeared. The following information must be provided:

- a) Your name and account number.
- b) A description of 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.
- c) 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 10 business days.

We will determine whether an error occurred within 10 business days [five (5) days for Visa Debit Card transactions] 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 [five (5) days for Visa Debit Card transactions] for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. [This written notice requirement does not apply to Visa Debit Card debit transactions.]

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. 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 three 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.

Note: If you use the bill payment function and suspect errors or have questions involving a payment, please contact our Auburn OnLine Customer Service Department at 1-877-441-2808.

E-MAIL TRANSMISSIONS

E-mail transmissions through general or public E-mail are not secure. We therefore request that you NOT send us or ask for sensitive information such as account numbers or User ID/Passwords through any general or public E-mail system. If you need to send us sensitive information concerning your Auburn OnLine service, please use the OnLine Message Center page.

EQUIPMENT AND ISP SERVICE

The installation, maintenance, and operation of your equipment -- including, but not limited to, your computer modem -- and the securing of internet access through an internet service provider (ISP) are your responsibility. We are not responsible for any errors or failures due to malfunction of your equipment or ISP service, and we are not responsible for any computer virus or related problems that may be associated with the use of Auburn OnLine.

GENERAL WARRANTIES

You warrant and represent that the information you are providing us with is true, correct and complete.

You agree not to impersonate any person or use a name that you are not authorized to use. You agree to promptly update your registration records if your e-mail address or other information changes.

You warrant that you will not use the Auburn OnLine service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the service in any manner that could damage, disable, overburden, or impair the Auburn OnLine service or interfere with any other party's use and enjoyment of Auburn OnLine.

DEFAULT AND INDEMNIFICATION

In accepting this Agreement & Disclosure, you warrant and agree that you will not use these EFT services to make or facilitate any illegal or unlawful transaction(s) as determined by applicable law, and that any such use, including any such authorized use, will constitute an event of default under this Agreement. You agree that we will not have any liability, responsibility, or culpability whatsoever for any such use by you or by any authorized user(s). We may decline to authorize any transaction that we believe to be suspicious in nature. You agree to indemnify and hold us harmless from any lawsuits, liability, damages, or adverse action of any kind that results directly or indirectly from such action.

CHANGES TO AUBURN ONLINE

We may modify Auburn OnLine from time to time. As additional services become available, you will be provided with a description of each service and any fees that apply. Your use of these new services shall mean that you agree to any additional terms and conditions that apply, as well as to the payment of applicable fees.