

# MEMBERSHIP AGREEMENT & DISCLOSURES



**SACO VALLEY**  
Credit Union

**MAIN OFFICE**  
312 MAIN STREET • P.O. BOX 740 • SACO, MAINE 04072  
(207) 282-6169 • FAX (207) 282-1601  
TOLL FREE 1-888-282-6169

**BRANCH OFFICE**  
500 MAIN STREET • SACO, MAINE 04072  
(207) 286-3638 • FAX (207) 282-3126

**WATERBORO OFFICE**  
860 MAIN STREET • WATERBORO, MAINE 04087  
(207) 247-6000 • FAX (207) 247-2805

[WWW.SACOVALLEY.ORG](http://WWW.SACOVALLEY.ORG)  
E-MAIL: [SVCU@SACOVALLEY.ORG](mailto:SVCU@SACOVALLEY.ORG)

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

Rev. 8/12



Federally Insured by NCUA



We Do Business In Accordance With the  
Fair Housing Act and the  
Equal Credit Opportunity Act

## Membership Agreement and Disclosures

“You” and “Your” shall mean the member who owns the account at the credit union, as well as any other owner of the account. Saco Valley Federal Credit Union is unique in the financial world. It is a co-op, owned by you and your fellow members and operated in your common interest. Your credit union is non-profit and exists only to serve you, not to make money. As a credit union member, you own, operate, and control your credit union through your Board of Directors. You are entitled to elect and be elected to the volunteer Board of Directors, which is composed of your fellow members and manages the credit union 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 also determines credit union policy such as that set forth in this Agreement. In addition, your credit union works cooperatively with Maine’s other credit unions and the Maine Credit Union League, pooling resources for research and development of cost effective services which benefit not only you and your fellow members, but all credit union members in Maine.

**General Terms.** This Agreement contains the terms and conditions governing your membership in and accounts offered by your credit union. By signing your membership card and/or account agreement(s), you accept and agree to be bound by the provisions as set forth in them, this Agreement, the rate and fee disclosures applicable to your account(s) with your credit union, your credit union’s charter and by-laws, and any amendments or changes in terms to any of them. The credit union reserves the right to change any and all terms and conditions of any of them. You will receive notice of any changes in terms in accordance with all applicable state and federal laws and regulations.

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. Those different or specific terms are contained in the membership card, share certificate, or other documents evidencing the account. To the extent that those documents contain different terms from, or terms that are not included in, this Agreement, the terms in those documents supersede the terms contained in this Agreement.

**Privileges of Credit Union Membership.** Credit Union Membership carries with it many privileges, including check cashing ability; the ability to open accounts other than ordinary share accounts, such as share draft accounts; to make and receive electronic funds transfers and wire transfers; and to obtain loans and lines of credit. However, it is your credit union’s policy to deny these privileges to members who cause a loss to the credit union for any reason. Therefore, if you cause a loss to your credit union, and thus to your fellow members, you will lose your privileges of credit union membership.

### **Business/Commercial Members Are Prohibited from Engaging in Unlawful Internet Gambling—Unlawful Internet Gambling Enforcement Act Notice.**

Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in illegal or unlawful Internet gambling.

**Account Ownership.** You can structure the ownership of your account(s) at your credit union in a variety of ways. Rights and obligations relating to the account will depend on the type of ownership of the account.

1. **Sole 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. Under Maine law, upon your death, the funds in the account are distributed in accordance with the terms of your will or, if you do not leave a will, the intestacy provisions of the Probate Code.
2. **Joint Accounts.** Any 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 at any time without permission from or notification to the other joint owner(s). At the death of one joint owner, the funds automatically belong to the surviving joint owner(s). Joint owners do not have to be credit union members. Any person named as a joint owner of your regular share account will also be a joint owner of all your other sub accounts of the regular share account at your credit union unless otherwise specified in writing. Exceptions to this rule

include share draft checking, share certificates and IRAs, which require separate signed agreements.

3. **Payable on Death Accounts.** Payable on death accounts belong to the person(s) listed as the owner or owners of the account during their lives. On death, the funds automatically belong to the person or persons designated as payable on death beneficiaries. Any person named as a payable on death beneficiary of your regular share account will also be a payable on death beneficiary of all your other accounts at your credit union, except for share draft (checking) accounts and IRA accounts.
4. **Non-Consumer Organizational Accounts.** The above are account types of “consumers,” i.e., individuals who hold accounts for personal, family, and household purposes. Non-consumer accounts may be opened by members and may include accounts owned by members that are organizations. The funds in an organizational account are owned by a corporation, trust (including a living trust), partnership, social club, sports team, etc. In order for the organization to be a credit union member, eligibility requirements must be met in accordance with the credit union’s charter or bylaws. If the organization does not qualify for membership, it can be a joint owner of the account with an individual member.

**Lien on Shares.** A lien will be impressed on all of your credit union shares and share dividends in an amount equal to that which you may owe your credit union because of a loan, dues, or any other charges payable by you to your credit union. The lien may be enforced and your funds withdrawn and applied to your debt without further notice to you except where required by law, if you default in paying the amount you owe.

**Account Closing.** Your regular credit union share account cannot be closed 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.

**Endorsements.** All check/share draft endorsements must be made in the first one and one-half inches of the trailing edge of the back of the check/share draft. The trailing edge is opposite the left side of the face of the check. You will be responsible for any costs incurred by your credit union due to delays in returning checks or share drafts deposited into your account that do not comply with these endorsement standards.

**Share Insurance.** Funds in your accounts at your credit union are insured to at least \$250,000 by the National Credit Union Administration (NCUA), an agency of the United States Government. Certain retirement accounts, such as IRAs and Keoghs, are insured separately up to \$250,000. Copies of the NCUA brochure *Your Insured Funds* are available at each office of the credit union and are also available upon request.

**Governing Law.** The rights, duties, obligations and liabilities of you and your credit union 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, your credit union charter and bylaws, or your specific account documentation.

**Substitute Checks.** You acknowledge and agree that we may refuse to pay any check, including a substitute check as that term is defined under 12 CFR Part 229.2 (aaa), that we have already paid. 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 or for which you receive payment.

## **Regulation CC: Funds Availability Disclosures** **Important information on deposits, holds, and withdrawals**

### **YOUR ABILITY TO WITHDRAW FUNDS AT YOUR CREDIT UNION**

**General Policy.** Our policy is to make funds from your cash and check deposits available to you on the same business day that we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and state and federal holidays.

**Reservation of Right to Hold.** In some cases, we will not make all of the funds that you deposit by check available to you on the same business day that we receive your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$200.00 of your deposit may be available immediately. If we are not going to make all of the funds from your deposit available on the same business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**Holds on Other Funds.** If we cash a share draft or check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**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:

- We believe a check you deposited will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You re-deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six (6) months.
- There is 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 seventh business day after the day of your deposit.

**Deposits at Automated Teller Machines.** Funds from any deposits, whether cash, share drafts, or checks, made at automated teller machines (ATMs) which your credit union does not own or operate will not be available until the second business day after the day of your deposit. A credit union owned ATM is indicated by the name displayed on the welcome screen. Funds from any deposits, whether cash, share drafts, or checks, made at automated teller machines (ATMs) which your credit union owns will be available on the day of your deposit.

**Special Rules for New Accounts.** If you are a new member, the following special rules will apply during the first thirty (30) days your account is open.

Funds from electronic direct deposits to your account will be available to you on the day we receive the deposit. Funds from deposits of cash, wire transfers and the first \$5,000 of a day's total deposit of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the fifth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of the credit union's employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check or share draft deposits will be available on the eleventh business day after the day of your deposit.

**Foreign Checks.** Checks drawn on financial institutions located outside the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds for deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institution upon which it is drawn.

## Share Draft Agreement with Limited Overdraft Transfer Clause

You and any other joint owner agree that:

- (a) by signing the appropriate account documentation as provided by your credit union, you authorize your credit union to establish a special share account for you to be known as a "share draft" or checking account. Your credit union is authorized to pay share drafts or checks, signed by you or any other joint owner of the account and to charge the payments against the share draft account.
- (b) the credit union is under no obligation to pay a share draft which exceeds the balance in the share draft account; the credit union may, however, up to a maximum of six (6) times per calendar month, pay such a share draft and charge the amount of resulting overdraft plus a service charge against any other share account from which the person who signed the share draft is entitled to withdraw shares; the credit union is under no obligation to pay a share draft on which the date is more than six months old;
- (c) transactions may not be processed in the order in which they occur. The order in which transactions are received and processed may impact the total amount of fees incurred by the member.
- (d) except for negligence, the credit union is not liable for any action it takes regarding the payment or non-payment of a share draft;
- (e) notwithstanding Paragraph (d) above, the credit union is not liable for any loss incurred or damage sustained due to the premature payment of a post-dated share draft;
- (f) any objection respecting any item shown on a monthly statement of the share draft account shall be waived unless made in writing to the credit union on or before the thirtieth day following the day the statement is mailed;
- (g) all non-cash payments received on shares in the share draft account will be credited subject to final payment;
- (h) the share draft account shall be subject to service charges and fees in accordance with the rate and fee schedules adopted by the credit union from time to time;
- (i) the use of the share draft account is subject to such other terms, conditions and requirements as the credit union may establish from time to time; and
- (j) this agreement is subject to the additional terms and conditions of any joint share account agreement that applies to a share account in the names of the joint owners of this share draft account; or, if there is no such agreement, this agreement is subject to the additional terms and conditions printed below.

## Additional Terms and Conditions (Joint Share Draft Account Agreement)

The credit union is hereby authorized to recognize any of the signatures on the share draft account documentation referenced above in the payment of funds or the transaction of any business for the share draft account. The joint owners of the account hereby agree with each other and with the credit union that all sums now paid in on shares, or previously or subsequently paid in on shares by any or all of the joint owners to their credit as joint owners, with all accumulations thereon, are and shall be owned by them jointly, with right of survivorship and be subject to the withdrawal or receipt of any of them, and payment to any of them or the survivor or survivors shall be valid and discharge the credit union from any liability for such payment.

Any or all of the joint owners may pledge all or any part of the shares in the account as collateral security for a loan or loans.

The right or authority of the credit union under this agreement may not be changed or terminated by the owners, or any of them, except by written notice to and consent of the credit union, which shall not affect transactions made prior to such notice and consent.

\*Note: These Additional Terms and Conditions apply only if there is no joint share account agreement that applies to a share account in the names of the persons whose signatures are subscribed on the share draft account documentation.

## Electronic Funds Transfers Agreement (EFT) Initial Disclosure (No Access Device)

This agreement covers EFTs made to or from your account without the use of a card or PIN.

1. Merchants and other payees may be authorized to electronically debit your share draft or checking account using information you provide on or with a share draft or check. These debits are electronic funds transfers subject to this agreement.

**Electronic Check Conversion (ECK).** 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:

- (i) pay for purchases
- (ii) pay bills.

2. Here are some of the types of EFTs available to you: Deposit of Employer payroll, Deposit of Government payments and Pre-Authorized Debits. In addition, merchants and other payees may electronically debit your share draft or checking account using information you provide on or with a share draft or check. These debits are EFTs subject to this agreement.
3. For a Share, Savings, or other account in which transfer limitations apply, no more than six (6) preauthorized, automatic, telephone transfers or transfers made by check, draft, or debit card may be made from these accounts to another of yours or to those of a third party in any month. If you exceed these limitations, your account may be subject to a fee or may be closed.
4. There are no charges for EFTs or the right to make EFTs. However, a fee will be assessed for each EFT returned to the originator due to insufficient funds, account closure, etc. Refer to our Rate and Fee Schedule for current fees.
5. The business days of the credit union are Monday–Friday. EFTs, in most cases, will be posted to your account by the open of the normal business day. The following holidays are not business days: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.
6. Here is a summary of your right to receive documentation of EFTs:

**Periodic Statement:** You will receive a quarterly account statement on share accounts. You will receive a monthly account statement on share accounts if any EFT or a Supervisory Committee Audit occurs during that month. You will receive a monthly account statement of share draft accounts.

**Notice of Credits:** If you have arranged to have EFT deposits made to your account, you can call us at 207-282-6169 or 1-888-282-6169 to find out whether or not the deposit has been made.

7. Here is a summary of your right to stop payment and the procedure for doing so: If you have told us in advance to make regular payments out of your account, you may stop any of these. Simply call us at 207-282-6169 or 1-888-282-6169 or write us at 312 Main Street, P.O. Box 740, Saco, ME 04072 in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we will request that you sign a form here at the credit union which must be done within (3) business days after you call. You will be charged for each stop payment order given. Refer to the Rate and Fee Schedule for current fees.
8. Here is a summary of our liability to you 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 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 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.

9. Here are the circumstances under which we will disclose information to third parties about your account or the transfers you make:
  - When necessary for completing transfers.
  - In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
  - In order to comply with government agency or court orders.
  - If you give us written permission.
  - Where permitted under applicable law.

## ACH Funds Transfers

### This section addresses Non-Consumer Accounts only.

You may desire to receive an electronic transfer of funds into your account. Such transfers may be transmitted through the Automated Clearing House ("ACH") System. Your rights and responsibilities will be governed by Maine law, including Article 4A of the Uniform Commercial Code. Credit given by your credit union with respect to these transfers is provisional until the credit union receives final settlement through a Federal Reserve Bank or otherwise has received payment. If your credit union does not receive payment for a transfer, then the credit union is entitled to a refund from you in the amount credited to you on a provisional basis, and the originator of the transfer will not be considered to have paid the amount of the entry to your account. Your credit union is not obligated by ACH rules to provide you with notice any time that it has received a transfer and made an entry to your account unless the credit union has otherwise agreed to do so.

### This section applies to Consumer Accounts Involving Electronic Funds Transfers.

**Tell us at once** if you believe your card or PIN 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 is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card or PIN, you can lose no more than \$50 if someone used your card or PIN without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by card, PIN, or other means, **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. If extenuating circumstances (such as a long trip or a hospital stay) kept you from telling us, we will extend the time for reasonable periods.

**Contact in the Event of Unauthorized Transfer.** If you believe your card or PIN has been lost or stolen, call 207-282-6169 or 1-888-282-6169, or write to Saco Valley Federal Credit Union, 312 Main Street, P.O. Box 740, Saco, ME 04072.

You should also call the number or write to the address above if you believe a transfer has been made using the information from your check without your permission.

## Fair and Accurate Credit Transactions Act Notice

We may report information about your account to credit bureaus. Late or missed payments, or other defaults, may be reflected in your credit report.

# FACTS

## WHAT DOES SACO VALLEY CREDIT UNION DO WITH YOUR PERSONAL INFORMATION? Rev. 8/12

### Why?

Financial companies choose how they share your information. Federal law gives members 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 depend 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

When you are no longer our member, we no longer continue to share your information as described in this notice.

### How?

All financial companies need to share members' 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 Saco Valley Credit Union chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Saco Valley Credit Union share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	YES	NO
<b>For our marketing purposes—</b> to offer products and services to you	YES	NO
<b>For joint marketing with other financial companies</b>	NO	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	NO	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	NO	We don't share
<b>For nonaffiliates to market to you</b>	NO	We don't share

### Questions?

Call 207-282-6169 or go to [www.sacovalley.org](http://www.sacovalley.org)

## Who we are

Who is providing this notice?

Saco Valley Credit Union

## What we do

How does Saco Valley 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.

We restrict access to nonpublic personal information about you to persons who need to know that personal information to provide products or services to you.

How does Saco Valley Credit Union collect my personal information?

We collect your personal information, for example, when you

- Open an account or use your credit or debit card
- Apply for a loan or make a wire transfer
- Make deposits or withdrawals from your account

We also collect your 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 for nonaffiliates to market to you

State law and individual companies may give you additional rights to limit sharing.

## Definitions

**Affiliates**

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

*Saco Valley Credit Union has no affiliates.*

**Nonaffiliates**

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

*Saco Valley Credit Union does not share with nonaffiliates so they can market to you.*

**Joint marketing**

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

*Saco Valley Credit Union does not jointly market.*