



## TOTAL ACCOUNT AGREEMENT

### DEPOSIT ACCOUNT AGREEMENT

**General Agreement.** The terms “you” and “your” refer to the depositor (whether joint or individual) and the terms “we,” “us” and “our” refer to the financial institution. The acronym “NOW” means negotiable order of withdrawal. You understand that the following agreement governs your account with us, along with any other documents applicable to your account, including our Funds Availability Policy and Account Disclosure which are incorporated by reference. You understand that your account is also governed by applicable law. By signing your signature card, you agree to comply with and be bound to the terms of this agreement.

**General Rules.** The following rules apply to all types of accounts:

**1. Deposits.** Deposits may be made in person or by mail at any time. We will not be construed to have received deposits sent by mail until we have received actual delivery from the U.S. Post Office. We may refuse to accept particular checks or similar instruments as a deposit to your account at our discretion. Any cash deposit will be credited to your account in accordance with this Agreement. Any other item that you deposit will be handled by us in accordance with our usual collection practices. If any item you deposit is returned unpaid, we will debit your account. You will, in any event, be liable to us for the amount of any check you deposit to your account that is returned unpaid, plus our costs and expenses associated with the collection of all or part of such amount from you, including reasonable attorney fees. You understand your ability to withdraw funds is determined by the Funds Availability Policy identified later in this Agreement. Deposits may be subject to a service charge. Deposits to checking and NOW accounts shall be handled in accordance with our current Funds Availability Policy which will control the banking day deposits are deemed received by us and when they will be available for withdrawal.

**2. Collection of Deposited Items.** In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board.

In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. We will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions. Although we make funds available to you for check payment or cash withdrawals set forth in our Funds Availability Policy, you are responsible for checks deposited and subsequently returned for non-payment.

**3. Set-offs.** We may set-off funds in your account to pay any debt you may owe us. If the account is held jointly, we may offset funds for the debt of any one of the joint owners.

**4. Expenses.** Any expenses arising from attachment, garnishment or levy of your account will be your responsibility.

**5. Inactive Accounts.** If your account is inactive for three (3) years and you have not written to us about the account, Maine law requires us to transfer your account to the State Treasury as Abandoned Property. Checking and NOW accounts become inactive after a period of one year with no deposits or withdrawals. Savings and Money Market accounts become inactive after a period of two (2) years with no deposits or withdrawals. You may be charged an inactivity fee as so specified in your Account Disclosure. You further agree that we are relieved of all responsibility if your account balance is turned over to the State as abandoned property.

**6. Joint Accounts, Trust Accounts and Custodial Accounts.** You acknowledge that if your account is set up as a joint account, trust account or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature.

**7. Joint Account.** If this is a joint account, all deposits are the property of the person(s) indicated on the account and we may release all or any part of the amount in the account to honor checks, withdrawals, orders or requests from any person named on this account. We may use the funds to satisfy a debt or judgment of any person named on this account if ordered to do so by a court of law.

**8. Joint Account with/without Survivorship.** If this account is noted as a joint account with survivorship. **ON THE DEATH OF ONE PARTY TO A JOINT ACCOUNT, ALL SUMS IN THE ACCOUNT ON THE DEATH VEST IN AND BELONG TO THE SURVIVING PARTY(IES) AS HIS OR HER SEPARATE PROPERTY AND ESTATE.** In the event this account is designated as a joint account with no survivorship and we receive written notice of death of any person named on the account, we may freeze the account until we have received satisfactory evidence as to the disposition of the account. If all parties are deceased, the Personal Representative of the last surviving party, upon proof of qualification and order of death, may draw against the account.

**9. Adverse Claims.** A notice by one joint account holder of a claim to any or all funds in the account which is adverse to other joint account holders is not effective unless the joint account holder making the adverse claim has a court order or a bond. If a notice of adverse claim is received, all joint account holders will be contacted and asked to terminate the account and reopen separate individual accounts. Alternatively, if requested in writing by one joint account holder, we will stop all withdrawals against the joint account and will notify all joint account holders that no further withdrawals will be permitted by any joint account holder except upon request of all joint account holders. Withdrawals include cash withdrawals, electronic debits, and withdrawals by check.

**10. In Trust For or Pay on Death Account.** If the account is designated as an In Trust For or Pay on Death account, you may change the named beneficiary at any time. You agree to perform all your duties as trustee for the account as required by law. The beneficiaries will have no interest in the account during your lifetime. In the absence of documentation, the account will operate as a POD account. If a Trust beneficiary is a minor, special rules govern payment.

**11. Custodial Account.** Any custodial account maintained is subject to the Uniform Gift to Minors Act or other applicable state or federal law. The account must be opened in the name of a custodian. There may be only one custodian and one minor or beneficiary for each account.

**12. Power of Attorney.** If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form of appointment. The original or attested copy of the Power of Attorney must be filed with us. A Power of Attorney terminates upon written notice to us or upon your death or incapacity (unless otherwise provided in the Power of Attorney).

**13. Corporate, Partnership and Other Organizational Account.** You agree to supply us with a separate authorization informing us of the authorized signer(s) and to provide any other related documents, if requested to do so.

**14. Fees, Service Charges and Balance Requirements.** You agree to pay us and are responsible for any fees, charges or balance/deposit requirements as provided in the Account Disclosure provided to you at the time you opened the account. Fees, charges and balance requirements may change from time to time.

**15. Non-Sufficient Funds.** If your account lacks sufficient collected funds to pay a check or pre-authorized transfer presented for payment, we may return such check or pre-authorized transfer for non-sufficient funds and will charge you a fee as provided in the Account Disclosure.



**16. Amendments and Alterations.** To the extent required by law, notice will be given to you if we change the terms of this Agreement at any time by mailing notice to your address shown on our records, by posting a notice of any such changes at our main office or by whatever notice requirements that may be required by law.

**17. Closing Account.** If your account is a non-transaction account, you may withdraw all collected funds in the account at any time subject to the provisions of paragraph 2 above and the paragraph covering withdrawals for that type of account. We may close the account at any time, with or without cause by sending you notice and a check for the balance in our possession to which you are entitled.

**18. Transfers and Assignment.** You cannot assign or transfer any interest in your account unless we agree in writing.

**19. Effective Applicable Laws and Regulations.** You understand that this Agreement is governed by the laws of the State of Maine except to the extent that federal law is controlling. Changes in these laws and regulations may modify the terms and conditions of your account(s). We do not have to notify you of these changes.

**20. Payment of Interest.** If your account is an interest bearing account, interest will be calculated and paid in accordance with the Account Disclosure described in paragraph 26 and provided to you at the time you opened the account.

**21. Stop Payments.** If you would like us not to pay a check you can, before it is presented to us for payment, give us a stop payment order. The order may be over the phone or in writing, but must be given promptly to afford us a reasonable amount of time to act on any stop payment order. If you call in your stop payment order, written confirmation will be mailed to you, requiring your signature and prompt return. Failure to confirm in writing may allow us to be relieved of any liability which we might otherwise incur if we pay a check upon which you have requested a stop payment. Once confirmed in writing, each stop payment order will be effective for six (6) months and you will be charged a fee for any stop payment order unless otherwise agreed upon. Each continuation of a stop payment order will be treated as a new request for the purpose of fee assessment. To be effective, a stop payment order must accurately describe the check or item by amount, number, date and name of payee. All Electronic Funds Transfer stop payment orders must be confirmed in writing. We may accept the stop payment order from any of the joint owners of the account regardless of who signed the check. If we fail to honor a proper and timely stop payment order, we will not be liable to you for more than your actual loss, or the amount of the check, whichever is less. If you request a stop payment on a pre-authorized transfer such stop payment will be handled in accordance with the provisions of our Electronic Funds Transfer Agreement provided to you at the time you opened your account or at any time thereafter.

**22. Checks.** All negotiable paper (called "checks") presented for deposit must be in a format that can be processed and/or photographed. We may refuse to accept any check that does not meet this requirement.

All endorsements placed on the reverse side of any check which you deposit to your account, must be placed so that they are on the left side of the check when looking at it from the front and must be placed so they do not go beyond an area located 1 1/2 inches from the left edge of the check when looking at it from the front. We may refuse to accept any check that does not meet this requirement, and, if we do accept it, you will be completely responsible for any loss incurred by us which is premised on an endorsement not meeting this requirement, including reasonable attorney fees. You will have the responsibility to make sure at the time you issue any check that the format is such that there will be no writing whatsoever on the reverse side of the check placed beyond an area located 1 1/2 inches from the left edge of the check when looking at it from the front.

You will be completely responsible for any loss incurred by us which is premised on your violating this requirement, including reasonable attorney fees.

**23. Stale, Postdated or Overdraft Checks.** If you can write checks on your account, you agree not to postdate any check drawn on the account. You hold us harmless for paying any stale, postdated or overdraft check and agree to reimburse us for any loss we might suffer because of such payment made in good faith. If your account is a joint account, all joint owners are jointly and severally liable for all overdrafts in the account, regardless of who wrote the check or benefited from the payment.

**24. Check Safekeeping.** If you can write checks on your account and utilize a check safekeeping or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period. Any request for a copy of any check is subject to a fee. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

**25. Statements.** If your account is a Checking, NOW or Statement Savings account, we will provide you with a periodic statement showing the account activity. Except for errors or questions about Electronic Funds Transfers, you must notify us within 14 days of your receipt of the statement of any discrepancies. If you fail to notify us, you will have no claim against us. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

**26. Account Disclosure.** At the time you opened your account, you received an Account Disclosure which provided a schedule of all fees and charges applicable to the account, the interest rate and applicable Annual Percentage Yield, minimum balance requirements, compounding and crediting of interest and other pertinent information related to the account. This information found in the disclosure may change from time to time. If the fees, charges, minimum balance requirements or other items change that would adversely affect you, we will provide you with written notice 30 days prior to the change, to the extent required by law.

**27. No Waiver.** You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

**28. Overpayments.** If funds have been deposited to which you are not legally entitled, we may withdraw such funds from your account(s). We may also exercise our right of set-off to recover such amount. (An example of an overpayment would be a Social Security payment received after your death.)

**29. Legal Proceedings.** If you become involved in legal proceedings, we, upon receipt of a court order known as a Summons to Trustee or a writ of execution, may be required to remove or hold funds in your account up to the amount specified in the order. If we receive a Summons to Trustee, your funds may be held in a separate, non-interest bearing account pending resolution of the underlying legal dispute.

**30. Facsimile Signatures.** If a facsimile signature is used on any item in connection with your account, you agree to indemnify us and hold us harmless against any unauthorized or fraudulent facsimile signatures.

**31. Online Banking.** Our Online Banking Service is governed and controlled by our separate online banking agreement. Please read this agreement and disclosure carefully before applying for our online banking service. By using our online services, you agree to the terms and conditions contained in said agreement.

**32. Posting Order.** The following is a detail of today's general rules on how we post items to your account. Generally, we post credits first, then we pay ATM/Debit transactions in the order in which received, then checks cashed over the teller line in check number order, then electronic withdrawals low amount to high, and then checks coming from other banks in check number order. Our posting order is subject to change for reasons we cannot always predict, such as, on rare occasions when errors are made posting transactions to your account.

## CHECKING AND NOW ACCOUNTS

In addition to the General Rules, your Checking Account and Negotiable Order of Withdrawal (NOW) Account will be subject to the following rules:

**1. Withdrawals.** Deposits will be available for withdrawal consistent with the terms of our Funds Availability Policy. Withdrawals may be subject to a service charge.

**2. Withdrawal Notice Requirements.** If your account is a NOW or interest bearing checking account, we have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account.

3. NOW Accounts will not be available to corporations, partnerships, associations, or other organizations that are operated for profit.

4. We will pass on any loss or liability due to illegibility of endorsements caused by carbon bands or pre-printed material on the back of a check to you.

## MONEY MARKET ACCOUNTS

In addition to the General Rules, your Money Market Account will be subject to the following rules:

- 1. Withdrawals.** We have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account.
- 2. Access Limitations.** The Account Disclosure will specify the maximum number of withdrawals that may be made from your account per statement cycle. Federal regulations require compliance with these restrictions. We may be required to close your account, take away any ability to transfer and write checks or convert the account to a checking or other transaction account if these restrictions are violated.

## PASSBOOK SAVINGS ACCOUNTS

In addition to the General Rules, your Savings Account will be subject to the following rules:

- 1. Withdrawals.** We have the right to require thirty (30) days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge.
- 2. Passbooks.** A passbook will be furnished to you for each account for the entry of all savings transactions, and the passbook shall be your receipt. All entries must be made by one of our representatives and if you wish to make a withdrawal without your passbook, we can refuse to allow the withdrawal. If your passbook is lost or stolen, you will immediately notify us in writing. The notice must be signed by each depositor if the account is in joint names. At the expiration of the ten-day period from the acceptance of such notice and request, a new passbook will be reissued. Withdrawals will not be allowed except on presentation of the passbook with written order signed by you.

## STATEMENT SAVINGS ACCOUNTS

In addition to the General Rules, your Statement Money Market Account and Statement Savings Accounts will be subject to the following rules:

- 1. Withdrawals.** We have the right to require (7) days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge..
- 2. Access means and limitations.** Accounts may be accessed by in person transactions, ATM transactions or through electronic banking services offered by us and to which you subscribe. In addition, the Statement Money Market Account account may be accessed through the use of checks. The Bank's account disclosures will specify the maximum number of transfers and checks that may be written on your account each month. (Many types of transactions, however, such as in person and ATM transactions are unlimited in amount). Federal Regulations require compliance with these restrictions. We may be required to close your account, take away any ability to transfer and write checks or convert the account to another type of account if these limitations are violated.

## CERTIFICATES OF DEPOSIT

In addition to the General Rules, your Certificate of Deposit will be subject to the following rules:

- 1. Withdrawals.** A Certificate of Deposit is a Time Deposit account in which you have agreed to keep funds on deposit for a stated maturity. You may not withdraw all or any part of the deposit prior to maturity without our consent, except on the death of any owner or upon the judicially-declared mental incompetency of any owner.
- 2. Access Limitations (Early Withdrawal Penalties).** A penalty on the amount withdrawn prior to maturity will be dependent upon the term of the deposit as described in your deposit account disclosure statement provided at the time you opened your account. When interest earnings are not sufficient to cover the penalty, a reduction of principal will occur. If such a reduction in your principal results in bringing your account balance below the minimum balance as shown in your Deposit Account Disclosure, you will be required to withdraw all the remaining balance in your account, thus avoiding a minimum balance requirement violation.
- 3. Renewals.** You will be notified before your Certificate of Deposit matures. Your Certificate will automatically renew for the same term at the interest rate then being offered by us unless indicated otherwise on your deposit account disclosure statement. If your Certificate is automatically renewed and subsequently funds are withdrawn not more than ten (10) calendar days from the renewal date, no interest will be paid and no penalty will be imposed. However, after the tenth day, interest penalties as described above and in your account disclosure will be imposed. Certificates with a term of 30 days or less may have a grace period of less than ten (10) days.

## FUNDS AVAILABILITY DISCLOSURE

Important Information on deposits, holds, and withdrawals

### Your Ability to Withdraw Funds

Our policy is to make funds from your check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits and cash 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 federal holidays. If you make a deposit on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open. You should ask about different cut-off times for a specific branch.

### Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you on the same business day of your deposit. Depending on the type of check that you deposit, funds may not be available until the seventh business day after the day of your deposit. However the first \$200 of your deposits will be available on the next business day.

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 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.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months
- There is an emergency, such as failure of computer or communications 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.

### **Special Rules for New Accounts**

If you are a new customer, the following special rules may apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of day's total deposits 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 ninth 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 our 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 deposits will be available by the seventh business day after the day of your deposit.

### **Holds on Other Funds**

If we cash a check for you that is drawn on another bank, 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 bank, 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.

### **Deposits at Automated Teller Machines**

Funds from any deposit (cash and checks) made at automated teller machines (ATMs) we own and operate will not be available until the first business day after the day of your deposit. If you make a deposit before 3:00 p.m. on a business day that we are open, at an ATM we own and operate, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM we own and operate, after 3:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate may not be available until the seventh business day after the day of your deposit.

### **Checking Account Holders**

For Regulatory reporting purposes only, the Bank may make a change in your Checking Account that will not affect your available balance, interest earnings, FDIC insurance, or bank statement. This Account will consist of a checking sub account and a savings sub account. The bank may periodically transfer funds between these two sub accounts. If your Account is a Plan on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub account will be non-interest bearing. The saving sub account will be governed by the rules governing our other savings accounts.

## **PROBLEM RESOLUTION**

If you have a complaint or concern with us regarding your deposit account, please call customer services at one of our locations and attempt to resolve the problem directly with us. If you feel we fail to resolve the problem, write a letter detailing the problem and the resolution you are seeking to:

**Bureau of Financial Institutions  
36 State House Station  
Augusta, ME 04333-0036**

To file a complaint electronically, you may contact the Bureau of Financial Institutions at the following address:

**<http://www.state.me.us/pfr/financialinstitutions/complaint.htm>**

The Bureau of Financial Institutions will acknowledge receipt of your complaint promptly and investigate your claim. You will be informed of the results of the investigation.