

Online Banking Terms & Conditions Agreement

This Agreement, along with any associated forms, schedules, instructions, or other documents provided by Mechanics Savings Bank ("Bank" or "MSB") from time to time, is a contract which establishes the terms and conditions that apply to the electronic access to your Accounts at MSB using Online Banking ("Service" or "Services"). It also describes the rights and obligations of the Bank. As an authorized Account holder you must abide by the terms and conditions of this agreement, and those provided to you at Account opening, in order to use this Service. If you do not agree to these terms, do not complete your registration for the Services or use the Services. By pressing the "I Accept" button, and with each use of Online Banking, you agree to be bound by all the terms and conditions of this Agreement, as amended from time to time. Please read this Agreement carefully and retain a copy for your records.

This Agreement is subject to applicable federal laws and the laws of the State of Maine. If any provision conflicts with an applicable law or regulation, such provision shall be deemed modified to the extent necessary to comply with such law or regulation. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, such provision shall be deemed modified to the extent necessary to be enforceable and all remaining provisions will continue in full force and effect.

The headings in this Agreement are for convenience only and should not be considered in the interpretation of this Agreement.

The terms and conditions set forth in this Agreement are in addition to, and do not cancel or supersede, any other agreements, disclosures, or signature cards that govern your deposits, loans and other business relationships with the Bank, which are incorporated herein by reference. This Agreement controls in the event of inconsistency with other agreements between you and the Bank regarding Online Banking.

CUSTOMER DISCLOSURE AND AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS

By selecting the "I Accept" button below, you are (1) acknowledging your receipt of the information listed below, (2) agreeing that any contract you enter into with the Bank for the provision of certain Online Banking Services, may be in electronic form, and (3) agreeing that certain information that may be delivered in connection with the Services may also be in electronic form.

You are also acknowledging receipt of the following information and agree that:

- You will check your e-mail regularly for Notices from the Bank.
- You will provide accurate, current and truthful registration information and contact information (including your e-mail address) and that you will keep this contact information up-to-date with the Bank.
- We may provide you with this Agreement and any revisions and amendments thereto in electronic form, and that, if you choose to accept the Agreement, you are consenting to enter into and are entering into an Agreement electronically that will govern all future transactions you conduct using the Service.
- We may provide you revisions and amendments to the Agreement and such other information, including but not limited to information under Regulation E and under other applicable banking or financial services laws or regulations in connection with the Service, electronically as a part of the Agreement or otherwise as a part of the Services. While you may print and retain a copy of the Agreement or any information provided to you in relation to the Service, we only provide these documents electronically.
- You have a right at any time to withdraw, without service charges, your consent to receive information electronically. However, because the Agreement and the Information are provided only in electronic format, your withdrawal of consent will terminate all the Services.

- You are able to access information that is provided in the same manner as the information and the Services via the Internet.
- If you wish to withdraw consent to receive information electronically, to terminate the Services, or to update your information such as a change of address, or email address, you may call the Bank at 800-325-7553, or write a letter and send it to:

Mechanics Savings Bank
Attention: Customer Service
PO Box 400
Auburn, ME 04210

COMPUTER & SOFTWARE REQUIREMENTS

You are responsible for the selection, installation, maintenance and operations of your computer and software. You must have secure access to the internet, an email address and secure web browsing software in order to provide a protected environment. To be used with Online Banking, your equipment and software must meet our technical specifications for Online Banking, available on our Website, which may change from time to time.

PRIVACY

Protecting the privacy of consumers is important to Mechanics Savings Bank and its employees. You hereby acknowledge that you have read, understand, and agree to our [Privacy Policy](#).

DEFINITIONS

The following definitions apply in this Agreement:

“We”, “our”, “us”, “Bank” and “MSB” refer to Mechanics Savings Bank

“You” and “your” refer to the Bank customer who has enrolled in Online Banking and who own or has an ownership interest in the Account(s) accessible through Online Banking

“Online Banking” is the Internet-based service providing access to your Account(s) under the terms set forth in this Online Banking Terms and Conditions Agreement

“Online Account”, “Account” or “Accounts” refer to a Bank Account from which you will be conducting transactions using a Service

“BillPay” is the online service that enables the scheduling of bill payments online from your checking Account. (Refer to Terms and Conditions from Online BillPay)

“Business Day” refers to Monday through Friday, 8:00 AM to 5:00PM. Certain holidays recognized under state or federal law (“Banking Holidays”), Saturdays, and Sundays, are not included, regardless of whether the Bank or any of its branches are open

“User Name” is the identification code you select during enrollment

“Password” is a series of numbers, certain special characters and letters that you select after the initial sign-on that establishes your connection to the Service(s). The Bank will provide you with a code for use during the initial sign-on process

“Electronic Funds Transfer” is any preauthorized transactions, point of sale transactions, ATM withdrawals and transfers to and from your Bank Account using Telephone or Online Banking

HOURS OF ACCESS

The Service(s) are generally available 24 hours a day, 7 days a week, except during special maintenance and upgrade periods or system outages. We are not responsible for the unavailability of the Online Banking system or any consequential damages that may result from its unavailability.

MULTI-FACTOR AUTHENTICATION

Access to Online Banking requires the use of certain security procedures, including multi-factor authentication. These security procedures provide even greater levels of protection against fraudulent attacks such as phishing, spoofing, key logging and identity theft. In addition to your User Name and Password, you are required to select challenge questions and answers. You must keep your chosen challenge questions strictly confidential.

An additional security procedure is the authentication of your computer using a unique "cookie" placed on the computer for recognition by Online Banking. If the Online Banking system detects an attempted login from an unfamiliar computer, you will automatically be presented with previously selected challenge questions to verify your identity. Do not use computers or computer networks that are publicly accessible or that do not utilize commercially reasonable anti-malware and firewall protection.

We may offer or require additional security procedures from time to time. We make no representation or warranty that these security procedures will be effective to prevent unauthorized access to your Accounts on Online Banking. These security procedures are not intended to detect your errors with respect to transactions, and to the fullest extent permitted by law, you are responsible for such errors.

USE OF YOUR USER NAME AND SECURITY PASSWORD

The safety of our customers' Accounts and Account information is of paramount importance to Mechanics Savings Bank. We go to great lengths to protect confidentiality and the security of your Account, and urge you to do the same.

Your User Name and Passwords are intended to prevent unauthorized access to your Accounts. You determine what Password and User Name you will use. Passwords are case sensitive. We recommend that you create a Password that utilizes both upper and lower case alpha and numeric characters for purposes of security. Your Password should not be associated with any commonly known personal identification such as social security number, address, date of birth, and names of children. Your Password should be memorized rather than written down. Choose a Password that is unique for you and not used for any other Accounts or services. Your Password and User Name should not be communicated to the Bank or any other person. If you have reason to believe that your Password, User Name or other security procedure has been lost, stolen, disclosed, or compromised in anyway, you must notify us immediately.

- You agree not to allow anyone to gain access to the Services or to let anyone know your Password used with the Services.
- You accept sole responsibility for maintaining the confidentiality and security of your Password, User Name and challenge questions.
- You agree to assume responsibility for all transactions initiated through the Services with your User Name, up to the limits allowed by applicable law.
- While the Bank continues to provide our customers with the level of online security we believe necessary and appropriate, customers who share their User Names and Passwords are giving up the full benefit of our security measures and legal protections to which they may be entitled.
- No representative from the Bank will ever call or e-mail and ask for your User Name or Password; however, if you contact the Bank, you may be asked for your User Name and other personal information to verify your identity.

- You agree that we are authorized, to the fullest extent permitted by law, to act on instructions received by any person using your User Name and Password. To the extent permitted by law, you are responsible for such transactions.
- You agree to change your Password regularly (at least once every three months) and to follow our recommendations with respect to Password security.

Upon three (3) consecutive unsuccessful attempts to use a Password, your access to Online Banking will be revoked. To re-establish your authorization to use Online Banking, you must contact us to have your Password reset or to obtain a new temporary Password. You may call us at 207-786-5700 or toll free at 800-325-7553 for assistance.

IF YOUR PASSWORD HAS BEEN LOST OR STOLEN

If your Password has been lost or stolen, contact the Bank immediately toll free at 800-325-7553. Telephoning the Bank is the best way of minimizing your losses---**DO NOT USE EMAIL TO NOTIFY US.** You may also restore the security of your Service by immediately changing your Password.

SECURITY

You acknowledge your important role in preventing the misuse of your Accounts through Online Banking.

- You agree that you are responsible, to the fullest extent permitted by law, for all transactions you authorize, and any losses, damages, charges, or penalties arising from such transactions, using Online Banking, including those transactions that are unintentional or inadvertent, or made by unauthorized persons using your User Name and Password.
- You agree to promptly examine the statements for each of your Accounts as soon as they are made available to you and to monitor your Accounts regularly to ensure that transactions are authorized.
- You agree to protect the confidentiality of your Account information, including Account numbers, Passwords, User Name, images, challenge questions, and your personal identification information such as your driver's license number and social security number.
- You understand that access by others to personal identification information by itself, or together with information related to your Account, may result in unauthorized access to an Account.
- Your Password and User Name are intended to prevent unauthorized access to your Accounts. You acknowledge that we undertake no obligation under this Agreement to monitor transactions through Online Banking to determine that they are made on your behalf.
- You acknowledge that the Internet is inherently insecure, and that all data transfers, including electronic mail, occur openly on the Internet and can potentially be monitored and read by others. Data that is transferred through Online Banking is encrypted to improve transmission security. Encryption utilizes identification technology to ensure that only the sender and receiver of a transmission can translate data in the transmission. We cannot and do not, however, warrant that data transfers using encryption or any e-mail transmitted to or from us, will not be monitored or read by others. E-mail may not be encrypted and is not secure. **Never send specific Account information via e-mail.**
- You are responsible for protecting against unauthorized access to personal computers, equipment, networks, and software used to access Online Banking. You agree to utilize, at a minimum, up-to-date anti-malware and firewall safeguards, and any additional security measures recommended by us. Never access Online Banking from an unknown or publicly-accessible computer or network.

ELECTRONIC MAIL (EMAIL)

If you send the Bank an electronic message, the Bank will be deemed to have received it on the following Business Day.

You should not rely on electronic mail if you need to communicate with the Bank immediately (e.g., if you need to report an unauthorized transaction from one of your Accounts, or if you need to stop a payment that is scheduled to occur).

You agree that the Bank may respond to you by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by the Bank shall be considered received within three (3) days of the date sent by the Bank, regardless of whether or not you sign on to the Service within that time frame.

Email is inherently insecure and may be intercepted by third parties. Never send sensitive information such as Account numbers, Passwords, and/or specific Account information.

BANKING TRANSACTIONS WITH ONLINE BANKING

In addition to viewing Account information, you may use Online Banking to conduct the following transactions:

- Transfer funds among your linked checking, savings, and some loan Accounts.
- Stop Payment Authorizations – Except as limited by law or agreement, you may initiate a stop payment for paper checks Online.
 - Stop payments will be effective for 6 months
 - Each renewal of a stop payment request will be treated as a new request for purposes of the stop payment fee assessment
 - We may accept a stop payment request from any joint owner of an Account regardless of who signed the check.
 - Stop payment requests using Online Banking are subject to the stop payment fee disclosed in the Bank Schedule of Fees
 - NOTE: A stop payment order cannot be placed on the check(s) if we have already paid it.

LIMITS ON AMOUNTS AND FREQUENCY OF TRANSACTIONS

The number and amounts of transfers made from an Account using Online Banking is limited by the terms of the applicable deposit agreement and disclosure for such Account. We may further limit such number and amounts of transfers in the manner as set forth in this Agreement.

POSTING OF TRANSFERS

Transfers from your Account that are initiated through Online Banking:

- Before 5:00 p.m. (Eastern Time) will be posted to your Account the same day.
- After 5:00 p.m. (Eastern Time), or on a Saturday, Sunday, or Banking Holiday, will be posted to your Account on the next business day.

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer through Online Banking to or from your Account on time or in the correct amount in accordance with our agreements with you, when you have properly instructed us to do so, we will only be liable for your actual losses or damages. However, there are some exceptions. To the fullest extent permitted by law, 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 exceed the credit limit on your Overdraft Loan Account (if you have one) or the applicable credit limit for the Account;
- If your Account is not in good standing, is closed, or has been frozen;
- If a hold has been placed on deposits in an Account that you wish to transfer funds from, until the hold expires;
- If we reverse the transfer because of insufficient funds;
- If any electronic terminal, telecommunication device, network, or any part of the Online Banking system was not working properly and you knew about the problem when the transfer was started;
- If any system, terminal, network, software, equipment, or other device you use to access Online Banking malfunctions, is compromised by a computer virus or malware, is unavailable, or is misapplied;
- If you have not properly followed the instructions for using Online Banking;
- If circumstances beyond our control (such as, without limitation, fire, electrical outage, postal strike, delays caused by the payee, or flood) prevent the transaction, despite reasonable precautions that we have taken;
- If you or anyone you allow to access Online Banking commits fraud or violates any law or regulation;
- If we have reason to believe that the transfer (i) was unauthorized or fraudulent, (ii) would violate this Agreement, (iii) would violate our policies and procedures, or (iv) would violate any applicable law or regulation;
- If a court order, or other legal order or process, prevents us from making a transaction;
- Your transfer authorization terminates by operation of law;
- You believe someone has accessed your Accounts without your permission and you fail to notify the Bank immediately;
- We have received incomplete or inaccurate information from you involving the Account or transfer.
- Our liability is further limited by other exceptions stated in this Agreement and in our other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.

If any of the circumstances listed above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

PERIODIC STATEMENTS

Transactions completed through Online Banking will appear on the periodic Account statements you receive from the Bank.

You will continue to receive your periodic Account statement either monthly, quarterly or annually, depending on the type of Account. You can enroll for eStatements for certain Accounts via your Online Banking to receive your periodic statements electronically. If you have questions about your current Account statements, please contact the Bank.

You agree to notify us promptly if you change your address or your e-mail address.

ERROR RESOLUTION NOTICE FOR CONSUMER ACCOUNTS

In case of errors or questions about your electronic transfers through Online Banking, telephone us at 207-786-5700 or toll free at 800-325-7553, or write us at:

Mechanics Saving Bank
PO Box 400
Auburn, ME 04210

We must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. When you notify us, provide the following information:

- Your name and Account number.
- A description of the error or the transfer in question, and an explanation concerning why you believe it is an error or need more information.
- The dollar amount of the suspected error.
- The date on which it occurred.

If the report is made orally, we may require that you send the complaint or question in writing within ten (10) Business Days from your initial contact. We will notify you with the results of the investigation within ten (10) Business Days after you contact us, either orally or in writing as required, and will correct any error promptly. However, if more time is needed, we may, at our sole discretion, take up to forty-five (45) calendar days to investigate a complaint or question. If this occurs, we will credit your Account within ten (10) Business Days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within ten (10) Business Days from your original contact, we may not credit your Account until the investigation is completed.

If your notice of error concerns a transaction that occurred during the first thirty (30) days after the first deposit to the Account was made, the applicable time periods are twenty (20) Business Days in place of ten (10) Business Days and ninety (90) calendar days in place of forty-five (45) calendar days.

If we determined that no error occurred, we will send you a written notice within three (3) Business Days. You may request copies of the documents that were used in the investigation.

You agree that the Bank may respond to you by e-mail with regard to any claim of unauthorized electronic fund transfer related to the Service. Any such electronic mail sent to you by the Bank shall be considered received within three (3) Business Days of the date sent by the Bank, regardless of whether or not you sign on to the Service within that time frame.

If we fail to resolve the problem, write a letter detailing the problem and the resolution you are seeking to:

Bureau of Financial Institutions
Consumer Outreach Program
36 State House Station
Augusta, ME 04333-0036

To file a complaint electronically, you may contact the Bureau of Financial Institutions at the following Internet address: <http://www.maine.gov/pfr/financialinstitutions/complaint.htm>.

CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS

Tell us AT ONCE if you believe your Password for Online Banking has been lost, stolen, used without your authorization, otherwise compromised or disclosed, or if someone has transferred or may transfer money from your Account(s) without your permission. Telephoning one of our branches or the Deposit Services Department at 207-786-5700 or toll free at 800-325-7553, 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 limit, if any). If you contact us within two (2) business days after discovering the loss or theft of your Password, you can lose no more than \$50.00 if someone used your Password without your permission.

If you DO NOT tell us within two (2) business days after you learn of the loss, theft, compromise or unauthorized use of your Password, and we can prove we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500.00.

If your Account statement shows transfers that you did not authorize, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted 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 .

BUSINESS AND OTHER NON-PERSONAL ACCOUNTS

Our obligations under the "Error Resolution Notice for Consumer Accounts" noted above, do not apply to business or other non-personal Accounts. The owners of those Accounts must notify us immediately if they discover any unauthorized transactions or errors and must send us a written notice of the problem within a reasonable time (not to exceed fourteen (14) calendar days from the date of discovery or the receipt of the first statement or notice reflecting the problem, whichever comes first). Under no circumstances will we be held liable for any special or consequential damages involving such Accounts. You agree to be bound by and responsible for any transaction that is initiated by means of a User Name and Password, even if it is not initiated or authorized by you, unless we are notified in advance that the User Name or Password has been lost or stolen.

ALERTS

The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

Your enrollment in Mechanics Savings Bank Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Bank Account(s). Alerts are provided within the following categories:

Mandatory Alerts provide you with important Account notifications, such as information about changes to your Online Banking Password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.

Account Alerts provide you with notification of important Account activities or when certain changes are made to your Service Accounts, such as scheduled payments made and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service Accounts.

Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the "More" menu within the Bank's Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually

notify you when we cancel Alerts, but are not obligated to do so. The Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery: We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by Account and preferences. You agree to provide us a valid mobile phone number and/or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message: To stop Alerts via text message, text "STOP" to 995-88 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 995-88. In case of questions please contact customer service at 1-800-325-7553. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations: Mechanics Savings Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit Account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Mechanics Savings Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Mechanics Savings Bank, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information: As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full Account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your Accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

FEE SCHEDULE

The Bank offers the benefits and convenience of the Online Banking service to you at no monthly charge. Account research, stop payment charges and all other Account related charges will be assessed at the rates published in the Bank's Schedule of Fees and applicable Account disclosures. Additional optional services that are available may have fees that will be disclosed at the time you enroll in the service.

INACTIVITY / TERMINATION

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit Accounts which you access using electronic banking services. We can terminate your Online Banking privileges (including the Online Bill Payment Service) under this Agreement without notice to you for any reason; or if you do not pay any fee required by this Agreement when due, if you do not comply with the Agreement governing your deposit or loan Accounts, or your Accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the services for any other reason.

We will terminate your Online Banking and/or Bill Payment Service if you do not sign on to the Service or do not have any transaction scheduled through the Service during any consecutive 365 day period.

To cancel the Online Banking Service, you must notify the Bank in writing. Your notification should include your name, address and the effective date to stop the service(s). When Online Bill Payment is terminated, any pre-scheduled bill payments made through Online Banking will also be terminated. These written requests should be mailed to:

Mechanics Savings Bank
Attention: Customer Service
PO Box 400
Auburn, ME 04021

CHANGES IN TERMS AND CONDITIONS

Except as otherwise required by law, we may change any term of this Agreement at any time. If the change would result in increased fees for any Online Banking service, increased liability for you, fewer types of available electronic funds transfers, or stricter limitations on the frequency or dollar amount of transfers, we agree to give you notice at least thirty (30) days before the effective date of any such change, unless an immediate change is necessary to maintain or restore the security of an Account, Online Banking, or our electronic fund transfer system. We will post any required notice of a change in terms or conditions on the Online Banking website or forward it to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the Account or our electronic funds transfer system, we will notify you of the change upon your next login to Online Banking. Your continued use of Online Banking will indicate your acceptance of the change. We reserve the right to waive, reduce, or reverse charges or fees in specific situations at our sole discretion. You acknowledge and agree that changes to fees applicable to specific Accounts are governed by the applicable deposit agreements and disclosures.

OTHER AGREEMENTS

In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking services is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your Accounts at the Bank, including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures. All terms and conditions of the disclosures provided to you at Account opening, including but not limited to, the Truth in Savings Disclosure, Regulation E Disclosure, Depositor's Account Agreement and Terms and Conditions apply to this Service. To the extent there is any conflict between the online agreement and the underlying agreement for the Account, the underlying agreement for the Account is controlling.

ASSIGNMENT

This Agreement is binding upon the parties hereto and their successors and assigns. The Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party. You may not assign this Agreement without our prior written consent.

DISCLAIMER OF WARRANTIES

TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE ONLINE BANKING SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT. WE FURTHER EXPRESSLY DISCLAIM ANY WARRANTY THAT ONLINE BANKING WILL OPERATE WITHOUT ERRORS, OR THAT ANY OR ALL ONLINE BANKING SERVICES WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES.

LIMITATION OF BANK LIABILITY

Notwithstanding any other section of this Agreement, and except as otherwise required by law, other than for instances of recklessness or willful misconduct, you agree that the Bank and its officers, directors, employees, agents and contractors shall not be liable for any indirect, incidental, special or consequential damages under this Agreement or arising out of your use of or access to Online Banking, including without limitation loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on any warranty. We shall not be liable to any third party for any claim arising out of this Agreement, and nothing in this Agreement shall be construed to confer the rights of a third-party beneficiary upon any person. Further, in no event shall the liability of the Bank and its affiliates exceed the amounts paid by you for the services provided to you through Online Banking.

The Bank agrees to make reasonable efforts to ensure full performance of Online Banking and Bill Pay. The Bank will be responsible for acting only on those instructions sent through Online Banking which are actually received, and cannot assume responsibility for circumstances over which the bank has no direct control. This includes but is not limited to, the failure or malfunctions in communication facilities, which may affect the accuracy or timeliness of messages you send. The Bank is not responsible for any losses should you give incorrect instructions, or if your payment instructions are not given sufficiently in advance to allow for timely payment or delays in mail service.

Any information you receive from the Bank is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. The Bank is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information, or for any investment or other decision made using this information.

The Bank is not responsible for any fees incurred for Internet access, or for any computer virus or related problems that may be attributable to services provided by any Internet access service provider.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for performing Online Banking. The Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware or software. The limit of the Bank's liability shall be as expressly set forth herein. Under no circumstances will the Bank be liable in contract, or otherwise for any special, incidental, or consequential damages, whether or not foreseeable. By consenting to use the Services, you agree to waive any and all rights to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

LEGAL ACTION

If we take legal action to collect money owed to us by you under this Agreement, including in any counterclaim, then to the fullest extent permitted by law, you agree to pay all our reasonable costs (including reasonable attorneys' fees) for such action. This provision does not apply to any action in connection with any credit Account. In such cases, the applicable credit agreement will govern these costs.

Any action or suit brought in connection with this Agreement or the transactions contemplated hereby shall be brought in a court of record in the state of Maine, and you irrevocably submit and consent to the jurisdiction of such court. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT YOU MAY HAVE OR HEREAFTER HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT

GOVERNING LAW

This Agreement is governed by the laws of the State of Maine and applicable federal law(s).