

## KENNEBUNK SAVINGS BANK

### ONLINE BANKING SERVICE AGREEMENT AND DISCLOSURE (Including Electronic Funds Transfers – Your Rights & Responsibilities)

PLEASE READ THESE TERMS CAREFULLY. BY ENROLLING IN AND USING THE ONLINE BANKING SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

1. **Scope of Agreement.** This Kennebunk Savings Bank Online Banking Agreement and Disclosure (the "Agreement") governs your access to and use of Kennebunk Savings Bank's Online Banking Service (referred to as "Online Banking" or "Service"). The Service allows you to engage in various online banking activities, including, but not limited to, electronically check your account balances, transfer funds and review your account activity at Kennebunk Savings Bank, through the Service's website ([www.kennebunksavings.com](http://www.kennebunksavings.com)). By using Online Banking, you accept and agree to all the terms and conditions of this Agreement and any changes in the terms and conditions. If you do not agree with the terms and conditions of this Agreement, you may not use Online Banking. The terms and conditions of the agreements and disclosures for each of your Kennebunk Savings Bank deposit accounts, as well as your other agreements with us, such as those related to loans, are incorporated by reference herein and continue to apply notwithstanding anything to the contrary in this Agreement. By using Online Banking, you consent to the electronic transmission of personal financial information. Your consent will be deemed effective as long as you use Online Banking. **Please read this Agreement carefully and retain a copy for your records.**

This Agreement does not cover transfers you may make at one of our branch locations, through an automated teller machine ("ATM") or through a telephonic individual voice response system (an "IVR"). This Agreement also does not cover online transactions for commercial, non-profit or public entity customers. We are providing you with this Agreement in accordance with, and it is subject to, Applicable Law.

We offer certain additional services that supplement this Service, such as our online bill pay service ("Bill Pay"), our mobile banking service ("Mobile Banking"), and the electronic delivery of periodic account statements ("eStatements"). We reserve the right to add additional services, or to discontinue existing ones, at any time in our sole discretion. Your enrollment in these additional services is optional. Each of these additional services is governed by separate terms and conditions. If you elect to enroll in one or more of these additional services, you must agree to those terms and conditions when you enroll. The terms and conditions for these additional services are each considered an addendum to this Agreement, and when you enroll, the terms and conditions for these additional services will be considered additional terms and conditions of this Agreement. Each is incorporated by their reference herein.

2. **Definitions.** In this Agreement, the following definitions apply:

- a. The words "you" and "your" mean the Account holder(s) and/or anyone else with the authority to deposit, withdraw, or exercise control over the funds in the Account, that has enrolled in Online Banking for use in connection with the Accounts established primarily for personal, family or household purposes.
- b. The words "we", "us", "our" and "Bank" mean Kennebunk Savings Bank.
- c. The word "Account(s)" means any Personal Deposit Account(s) or Consumer Loan(s) that you may have with us and to which you have access through Online Banking.

- d. The words "Account Agreements" shall mean collectively the terms and conditions of any Consumer Loan Agreements, Deposit Account Agreements, Fee Schedule, and any other agreements, security instruments, disclosures, or other documents regarding your Accounts with us, each as may be applicable and amended from time to time.
- e. The words "Applicable Law" mean the laws of the State of Maine and, to the extent applicable, federal laws and regulations.
- f. "Business Day" means Monday through Friday. Saturdays, Sundays and Federal holidays are not included.
- g. The word "Computer" means your computer or other Internet access device, any software, and all related equipment.
- h. The words "Consumer Loan(s)" mean any home equity line of credit, home equity loan, installment loan, line of credit, or mortgage that you maintain with us that was established primarily for personal, family or household purposes.
- i. The words "Consumer Loan Agreements" shall mean collectively the promissory notes, credit agreements, mortgages, security instruments, and any other documents, disclosures, or agreements that you execute or otherwise agree to that establish your rights and responsibilities under, and otherwise provide the terms and conditions of, your Consumer Loan Agreements with us.
- j. The words "Deposit Account Agreements" shall mean collectively the Bank's "Terms and Conditions of Your Consumer Account" (which includes, e.g., general Account terms, the Bank's Funds Availability Disclosure, Electronic Fund Transfers disclosure and Truth-in-Savings Disclosure), and the Bank's Fee Schedule, each as amended from time to time.
- k. The words "Electronic Fund Transfer" (or "EFT") are used in this Agreement as defined in the Electronic Fund Transfer Act (15 U.S.C. §§ 1693 *et seq.*) and Bureau of Consumer Financial Protection Regulation E (12 C.F.R. Part 1005), each as may be amended from time to time, to mean a transfer of funds initiated by a computer to or from your Personal Deposit Account(s) with us.
- l. The words "Fee Schedule" mean the Bank's "Service Pricing Schedule" and/or such other list(s) of fees and charges applicable to the Personal Deposit Account(s) that you open and maintain with us.
- m. The words "Linked Accounts" mean the following, which you have linked to Online Banking:
  - i. Personal Deposit Accounts on which you:
    - 1. Are an individual owner; or
    - 2. Are an owner entitled to individually withdraw all of the funds in the Account at any time; or
    - 3. You otherwise have the authority to withdraw all of the funds in the Account at any time; and
  - ii. Consumer Loan(s) on which you are a borrower.
- n. The words "Mobile Device" mean any web-enabled wireless device whose network allows secure SSL traffic that you use to access Online Banking.

- o. The words "Mobile Transactions" mean those Online Transactions (as listed in **Section 9** of this Agreement) that you may initiate through a Mobile Device. Unless otherwise indicated, all Online Transactions may be initiated through a Computer or Mobile Device. See **Section 9** for discussion of additional limits that may apply to your Mobile Transactions.
- p. The words "Personal Deposit Account(s)" mean any checking account, money market account, savings account, certificate of deposit, individual retirement account, or other deposit account that you have with us that was established primarily for personal, family or household purposes.
- q. The words "Transfer Instructions" mean the information you provide to us through Online Banking regarding the amount of funds that you would like to transfer between your Linked Accounts using Online Banking.

Any terms that are not defined in this Agreement have the same meaning as in your Account Agreements, as applicable, and each as may be amended from time to time.

3. **Related Agreements.** In addition to this Agreement, your Linked Accounts are also governed by the terms and conditions of any Account Agreements provided to you regarding your Accounts with us.

The terms and conditions of your Account Agreements, each as may be amended from time to time, are incorporated into this Agreement by their reference herein. This Agreement amends and supplements the terms and conditions of your Account Agreements as it regards Online Banking and any Online Transactions that may be initiated through Online Banking. Should there be any conflict between the terms and conditions of this Agreement and your Account Agreements, this Agreement shall control to the extent of the inconsistency.

4. **You Agree.** You may use Online Banking to perform certain Online Transactions as described below. By using Online Banking, you agree to the terms and conditions in this Agreement and (as of their effective date) any changes in such terms and conditions that apply to your use of Online Banking. If you do not agree with the terms and conditions contained in this Agreement (as may be amended from time to time), you may not use Online Banking. By using Online Banking, you consent to the electronic transmission of financial information. Your consent will be deemed effective for as long as you use Online Banking.

You understand and agree that each owner of a jointly-owned Linked Account:

- a. has consented to have such Account be a Linked Account;
- b. is jointly and severally liable under this Agreement; and
- c. agrees that we may act on the Transfer Instructions or other instructions of any joint owner concerning the Linked Account(s) without the consent of any other person.

5. **Computer and Mobile Device Requirements.** In order to use Online Banking, you will need the type of Computer and/or Mobile Device and related equipment described to you during the enrollment process or otherwise in conjunction with the initial sign-up and/or log-in process. You are responsible for the installation, maintenance and operation of your Computer and Mobile Device. We are not responsible for any errors or failures caused by any malfunction of your Computer or Mobile Device, and we are not responsible for any computer virus or related problems that may be associated with the use of Online Banking, your Computer, Mobile Device or other Internet access. We strongly encourage you to routinely scan your Computer and Mobile Device using reliable virus protection products, and to remove any viruses found using such products.

You are also responsible for all telephone (including wireless charges), wireless data service charges and other similar charges incurred in connecting to Online Banking and for charges by any Internet service

provider or wireless service provider you utilize to obtain access to the Internet and/or to use Online Banking.

From time to time we may require that you upgrade or install software to your Computer or your Mobile Device in order to ensure the proper operation of Online Banking. You agree to promptly load any such upgrades or additional installations upon our notice to you.

The Service may include the use of our proprietary software and/or the proprietary software of our licensors. If we have provided you with software to use with Online Banking, you are being granted a non-exclusive, non-transferable license to use this software and only for your personal, non-commercial use as provided in this Agreement. You may not disassemble, de-compile, copy, modify, reverse engineer, sell or distribute any of Online Banking or information or allow anyone else to do so.

The Service gives you access to services and information which may be presented with a distinctive "look and feel." These services, information and "look and feel" are our proprietary property. You may not reproduce, sell or distribute all or any portion of Online Banking.

6. **Enrollment In and Use of Online Banking.** To enroll in Online Banking, you must have and maintain at least one Personal Deposit Account or Consumer Loan with us. During the enrollment process, you will be asked to provide certain information, including but not limited to your:

- a. Personal Deposit Account or Consumer Loan Account Number
- b. Account Type
- c. First Name
- d. Last Name
- e. Date of Birth
- f. Zip Code
- g. Last 4 digits of your social security number

Additionally, as part of the enrollment process, you will create a Username and a Password. You agree that when you create your Username and Password, you will do so in accordance with **Section 7** of this Agreement and any other guidance or instructions that we may provide to you under this Agreement or that may be posted within Online Banking. You will also be asked to establish your "Enhanced Log-In Security" credentials, as further described in **Section 8** below, during the enrollment process.

Even if you are eligible for Online Banking, your enrollment in Online Banking may not be approved if we cannot verify your identity or other necessary information. You agree that we may obtain financial information regarding your Account(s) from another financial institution (for example, to resolve payment posting issues or for verification purposes). We also reserve the right to verify any of the information you provide to us in connection with Online Banking.

You must be enrolled in Online Banking to use a Mobile Device to access Online Banking to make Mobile Transactions. You must separately enroll with us to be able to make Mobile Transactions with your Mobile Device. You agree that you will provide us with all information that we request during this enrollment process, and to inform us of any changes to the information you provided during the enrollment process.

7. **Your Username and Password.** You understand and agree that your Username and Password, in conjunction with any other security procedures, are exclusively for your use to authenticate you to us

when using Online Banking. You agree that we may rely on your Username and Password to identify you when you use Online Banking, and to consider it as the equivalent of your signature authorization for any Online Transactions you initiate through Online Banking.

You may change your Password at any time, and we strongly encourage you to do so from time to time. When doing so, you agree that you will not use combinations that are easily guessed (such as your birth date, phone number, or social security number) and to otherwise comply with **Section 8** of this Agreement. You also agree to follow any requirements that we may have for your Username and Password (for example, if we have a minimum number of characters, require that a particular letter character be capitalized, or require one of the characters to be a number). We will inform you of any such requirements when changing your Password within Online Banking.

Except as is more fully discussed elsewhere in this Agreement and your Account Agreements, you understand and agree that you are responsible for all transfers and payments made through Online Banking. You agree not to give your Password, or make it available, to any other person. Notwithstanding the foregoing, you acknowledge and agree that if you nonetheless permit another party to use your Username and Password to access Online Banking, or otherwise authorize them to use Online Banking, you are responsible for any and all Online Transactions that such party makes from your Account, even if it exceeds your authorization. You understand and agree that we may follow and comply with any Transfer Instructions entered using your Username and Password.

8. **Security Procedures.** You agree to adhere to the following minimum security procedures when using Online Banking:

- a. **Encryption.** In an effort to provide the highest degree of confidentiality and security, the Bank requires the use of browsers (whether on your Computer or your Mobile Device) that provide encryption using a 256-bit key. The higher the level of encryption, the harder it is for unauthorized parties to read the information. Commercial off-the-shelf browsers typically support 40-bit encryption; however, many browser suppliers offer special 256-bit encryption versions, available for download from their respective websites. The Bank strongly recommends that customers protect their financial information by using the most secure encryption possible. The Bank is not liable for losses resulting from the use of less than 256-bit encryption. If you elect to use a browser with less than 256-bit encryption, this implies your acceptance of this risk.
- b. **Username and Password.** You agree not to share your Username or Password with anyone, and not to store such information in a conspicuous place. If you permit other persons to use your Username and Password to access Online Banking, you are responsible for any resulting Online Transactions from your Accounts. We will not be liable for and will not reimburse you for any losses that may occur as a result of use of your Username and Password by persons you have authorized. If your Username or Password is entered incorrectly on three (3) consecutive access attempts, your access to Online Banking will be blocked. If this occurs, please contact us at the phone number listed in **Section 32** to have your Password reset. Should you forget your Password and need assistance, a “forgot my password” link is available through Online Banking which will issue a one-time, temporary Password to the email address we have on file, provided you correctly answer one or more challenge questions. If you still need assistance, you may contact us at the phone number and/or address provided in **Section 32** of this Agreement.
- c. **Multi-Factor Authentication:** You acknowledge that, in addition to the use of individual Usernames and Passwords, access to Online Banking includes a multi-factor authentication security procedure at log-in. This additional security procedure involves an additional credential that is in addition to Username and Password security (hereinafter “Enhanced Log-in Security”). Enhanced Log-In Security uses a second factor of identity authentication that may include, but is not limited to, additional log-in security features such as identification and

verification of IP addresses, registration of your Computer and/or use of browser cookies, access filters and other authentication information. Enhanced Log-In Security will require you to establish and utilize, in addition to a Username and Password, your own individual authentication through the use of personal identifying questions as part of a multi-part credential. These access credentials are used by the Bank to authenticate you. Further authentication may occur automatically due to the detection of unusual source occurrences in relation to your access credentials.

- d. Third Party Computers; Public Use. You agree that if you access Online Banking from a Computer other than your own (such as a public computer terminal at a library) or if you use your Computer in a public location (such as a Wi-Fi enabled café), you will not leave it unattended while using Online Banking. You also agree that, in such situations, you will always end your session by clicking on the “Logout” button located near the top right portion of the screen.
- e. Clear Your Cache. You agree to clear your browser's cache on a regular basis in order to remove copies of web pages that may be temporarily stored on your system.
- f. Safeguarding Your Mobile Device. If you use a Mobile Device to access Online Banking, you understand that there are additional safeguards that you must take to protect your Mobile Device. Although the Mobile Transactions initiated through Online Banking will not display the full account number for any of your Accounts, it will display other sensitive information about your Accounts, including balances and transfer amounts. Anyone with access to your Mobile Device, Username and Password may be able to view this information. You also agree to abide by all user manuals, guides, instructions and other documentation (individually and collectively, the "Mobile Device Documents") that your telecommunications company and/or Mobile Device manufacturer provide to you regarding the proper and appropriate use of your Mobile Device. Among other things, you agree that you will not "jailbreak" or otherwise tamper with the appropriate use of your Mobile Device as outlined in the Mobile Device Documents.

The Bank will not be liable to you for any losses that may result from your failure to follow these security procedures. We may change these security procedures from time to time at our discretion.

9. **Online Transactions.** You can use your Computer, Username and Password to access Online Banking and perform the Online Transactions described below 24 hours a day, 7 days a week, except during any special or scheduled maintenance periods. These maintenance periods vary. We reserve the right to schedule these maintenance periods at any time and without advance notice to you. Additionally, we reserve the right to change the scope of Online Banking or to block the scope of Online Banking (in each case, without advance notice to you) to maintain or restore security to our website and systems if we reasonably believe your Username and Password has been or may have been obtained and/or used by an unauthorized person(s).

Using Online Banking, you may perform the following Online Transactions:

- a. Account Inquiries: You may review information regarding your Linked Accounts through Online Banking, including information on your Account transactions occurring during a minimum of the last thirty (30) days. Any balances shown will include a date as of which the balance is shown. This balance may not be your actual available balance, and it may include deposits that are still subject to verification by us. The balance shown may also differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, items in process, charges or unsettled debit card activity.
- b. Consumer Loan Payments: You may provide us with Transfer Instructions requesting that we transfer funds from your Personal Deposit Accounts (other than certificates of deposit, individual retirement accounts ("IRAs") and passbook accounts) that are Linked Accounts to Online

Banking to make either one-time or recurring payments on those Consumer Loans you have with us that are Linked Accounts. Please limit the number of payments made from your savings or money market accounts in accordance with the transaction limitations for these accounts discussed in **Section 10** below, and in your Deposit Account Agreements. Some limitations to the frequency of Consumer Loan transactions may apply.

- c. Transfers: You may provide us with Transfer Instructions requesting that we make one time or recurring transfers of funds between your Linked Accounts. This includes the transfer of funds on deposit between your Personal Deposit Accounts (other than certificates of deposit and IRAs) that you have with us to one or more Personal Deposit Accounts (other than certificates of deposit and IRAs).
- d. Stop Payments: You may request stop payment orders on checks drawn on your Personal Deposit Accounts. Stop payment orders are subject to verification by the Bank. There is a service fee for each stop payment order. The amount of this fee is disclosed in the Bank's Fee Schedule.
- e. Financial Management (FM) Software: You may supplement Online Banking by use of a one-way connection ("Web Connect") from Online Banking to certain FM software (e.g., Intuit's QuickBooks and related products) which allows you to download Online Transactions and match them with existing transactions from your financial management software. Access to Account information through FM software must be done using an active Username, Password and any other access devices or other secure method as may be required. If you choose to use FM software, you must purchase this software from the software manufacturer, or a retailer of your choice. Your use of the FM software is governed by the software license agreement(s) included with each software application. You must agree to the terms and conditions of the software license agreement(s) during the installation of the FM software on your Computer. You are responsible for the correct set-up and installation of the FM software, as well as maintenance, updates and upgrades to the FM software and/or your Computer. We make no warranties nor accept any liability for such software. We are not responsible for any problems related to the FM software itself, your Computer or your ability to connect using the FM software as described in this Agreement. You are responsible for all Online Transactions that you authorize using FM software. If you permit any other person to access Online Banking using FM software, you are responsible for all Online Transactions they authorize. You should verify all Account data obtained and Online Transactions executed on your Accounts using FM software. Our records of Online Transactions, instructions and communications regarding your Accounts and use of Online Banking supersedes any records stored or created on your Computer equipment through the use of FM software. You are responsible for any and all obligations to any software vendor arising from your use of that vendor's FM software. FM software may not be used when accessing Online Banking through a Mobile Device.
- f. Alerts: You may establish automated electronic alerts ("Alerts") based on your own criteria. These Alerts are voluntary and must be activated by you. These Alerts may be sent via email to the external email address you set-up in Online Banking. If your external email address changes, you are responsible for changing it in Online Banking. If you provide us with an external email address that is associated with a Mobile Device, you understand and agree that we are not responsible for any costs or fees you incur as a result of Alerts sent to such Mobile Devices. You understand that your receipt of Alerts is in addition to (and not in replacement of) any other information that you may ordinarily receive from us regarding your Accounts and does not relieve you of any responsibilities you may have under the Account Agreements to review any materials that we send to you regarding your Accounts with us including (but not limited to) your Account statements. You understand that we do not guarantee (a) either the delivery or accuracy

of any information requested or provided through the Alerts or (b) that you will have continuous or uninterrupted access to the Alerts. We are not responsible for any delay, failure or error in the transmission or content of the Alerts. We will not be liable for any direct or indirect damages arising from the delivery, non-delivery or wrong delivery of any Alerts, from any inaccurate information provided through the Alerts, from your use of or reliance on any information contained in the Alerts or from your inability to access the Alerts.

- g. **Bill Pay:** Bill Pay is an optional electronic service that we offer, which allows you to schedule bill payments through the Internet. Bill Pay is offered through a service provider (the "Bill Pay Provider"). You must have been enabled by us to use Online Banking in order to be eligible for Bill Pay. Once enabled to use Online Banking, you must request that we enable your use of Bill Pay. Your use of Bill Pay is subject to the Bill Pay Provider's additional terms and conditions found in an addendum to this Agreement that will be provided to you when your use of Bill Pay is enabled by us (the "Bill Pay Addendum"). You understand and agree that the Bill Pay Addendum is incorporated into and considered part of this Agreement.
- h. **Mobile Banking:** In addition to the standard version of Online Banking that you may access through a Computer, we also offer Mobile Banking, an optional service that will allow you to make Account Inquiries, Consumer Loan Payments and Transfers through a Mobile Device. You must be enrolled in Online Banking to enroll in Mobile Banking. You must separately enroll to use Mobile Banking. Your use of Mobile Banking is subject to additional terms and conditions found in an addendum to this Agreement that will be provided to you when you enroll in Mobile Banking (the "Mobile Banking Service Addendum"). If enrolled, you understand and agree that the Mobile Banking Service Addendum is incorporated into and is considered part of this Agreement.
- i. **eStatements:** You may enroll in eStatements to receive your Account statements online the day they are processed rather than receiving them via regular mail. Once enrolled in Online Banking, you may separately enroll in eStatements on the Online Banking site. Terms and conditions for your use of eStatements will be presented to you electronically when you enroll in eStatements, and you will be deemed to have agreed to all such terms and conditions when you use eStatements. Once enrolled in eStatements, you can view your last eighteen (18) statements (from the date you enroll) and digital copies of your checks organized by number. You can also print your eStatements or save them directly to your Computer.

When you provide us with Transfer Instructions requesting either a Consumer Loan Payment or a Transfer between Accounts, you authorize us to withdraw (or advance, in the case of a Consumer Loan) the necessary funds from the Account that you designate. You will not be able to cancel these Transfer Instructions once they are submitted. You agree that you will instruct us to make a withdrawal only when a sufficient balance (or available credit) is or will be available in the Account at the time of the transaction. We will not be obligated to act on Transfer Instructions if there are not sufficient collected funds available to complete the transaction at the designated time.

Your ability to perform these Online Transactions is subject to the limitations described in **Section 10** of this Agreement and any limitations that may be described in your Account Agreements. We may, from time to time, introduce new types of Online Transactions. We will provide you with notice of these new transaction types to the extent and in the manner required by Applicable Law. We will update this Agreement to incorporate these new transaction types. Your use of the new transactions will signify your acceptance of the terms and conditions governing the new transaction types.

Any transfers made from or between your Accounts with us through Online Banking will appear on your periodic Account statement. You agree to review your statement promptly and in accordance with your



Account Agreements. You must tell us at once if your statement shows any Online Transactions that you did not authorize.

10. **Limitations on Online Transactions.** Your ability to conduct Online Transactions through Online Banking is subject to the following limitations:

- a. Savings and Money Market Deposit Accounts. Your ability to transfer funds between and/or make payments from your savings or money market accounts is limited by federal regulations. Under these regulations, any checks, debit card or similar payment orders drawn on your money market or savings account that are payable to third parties, as well as any transfers or transactions from your money market or savings account to another of your accounts with us or to third parties by preauthorized or automatic means, personal computer or similar device (including online banking or bill payment services) or telephone (such as through an IVR or via facsimile or data transmission) are considered "Limited Transactions." You are limited to a total of six (6) Limited Transactions from your money market and savings account per statement cycle. We count check transactions on your money market and savings account on the day the check is presented to us for payment, regardless of when you may have written it (including if it was written in a prior month). If you exceed your Limited Transactions limit on a regular or persistent basis, we may close your savings or money market account or convert it to a checking type of account, assess certain fees, or terminate your transfer capabilities.
- b. Passbook Accounts. Transfers to or from your passbook account by preauthorized or automatic means, personal computer or similar device (including online banking or bill payment services) or telephone (such as through an IVR or via facsimile or data transmission) are also limited to a total of six (6) transactions per statement cycle.
- c. Home Equity Lines of Credit. There is no minimum credit advance on home equity lines of credit. The maximum credit advance cannot exceed the amount permitted by the Consumer Loan Agreement governing the home equity line of credit.
- d. Dollar and Frequency Limitations on Transfers. Funds can be transferred immediately or on a future date between your Personal Deposit Accounts that are Linked Accounts. We reserve the right to limit the frequency and dollar amount of transfers for security reasons. You may transfer any amount of your available balance (as defined in the Deposit Account Agreements) per transaction, as long as the transaction does not cause the available balance in your Personal Deposit Account to be less than zero. Funds transfers between your Linked Account(s) initiated on your Computer using Online Banking, and received by us or our agent(s) by our cut-off time of 5:45 P.M. Eastern Time ("ET") will be effective on the current Business Day. Funds transfers processed on your Computer using Online Banking, and received after this cut-off time or any time on a non-Business Day will be effective the next Business Day. Transfers from your Linked Accounts must be made in accordance with the terms of this Agreement and any applicable Account Agreements. The rules governing transfers from your Linked Account(s) as discussed in this Agreement apply only to transfers initiated through Online Banking. Unless you designate a future date on which a transfer is to be made, we will make the transfer immediately after you provide us with your Transfer Instructions, subject to the cut-off times provided above.

11. **Unauthorized Online Transactions from Your Personal Deposit Account(s).**

11.1 Tell us AT ONCE if you believe your Username and/or Password has been stolen or used without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Personal Deposit Account (plus your maximum line of credit, as available). If you believe your Username and/or Password has been stolen or used or that someone has transferred or

may transfer money from your Account(s) without your permission, you may call or write to us at the telephone number and address found in **Section 32**.

11.2 You will have no liability for unauthorized transactions, as described above, if you notify us within sixty (60) days after the Personal Deposit Account statement showing the transaction has been mailed or otherwise made available to you. If you do not, you may not get back any of the money you lost from any unauthorized transaction that occurs after the close of the 60-day period, if we can show that we could have stopped the transaction if you had notified us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

12. **Fees.** We do not charge any fees to access Online Banking. You may be charged a fee by us or our service providers to use certain features of Online Banking (e.g., Bill Pay) or to perform certain Online Transactions (e.g., stop payment orders) as the same may be disclosed to you from time to time. You will be notified of any fees that we may impose in the future for Online Banking or Online Transactions to the extent and in the manner required by Applicable Law. You understand and agree that you are responsible for all charges and fees that your Internet or wireless service provider may charge you for your use of Online Banking.

13. **Confidentiality; Disclosure of Deposit Account Information to Third Parties.** We will disclose information to third parties about your Personal Deposit Account and/or the Online Transactions you make:

- a. For certain routine disclosures necessary for the completion of an Online Transaction or to resolve errors;
- b. For verification of the existence and condition of your Personal Deposit Account for a third party, such as a credit bureau or merchant;
- c. In order to comply with a government agency or court order or lawful subpoena;
- d. If you give us your written permission; or
- e. In accordance with our separate Privacy Disclosure.

14. **Right to Get Documentation of EFTs.** You will get a monthly statement covering the EFT transactions that you conduct on your Personal Deposit Account (unless there are no EFTs in a particular month, in any case you will get a statement at least quarterly). You agree to review your monthly statement promptly after you receive it in accordance with this Agreement and your Deposit Account Agreement. You also agree to tell us promptly about any change in your address, so that we may send your monthly statements to your correct address. Certain Personal Deposit Accounts, including but not limited to savings accounts, money market deposit accounts, and IRAs, will receive a periodic statement if there is no EFT activity.

If you have arranged to have direct deposits made to your Personal Deposit Account at least once every sixty (60) days from the same person or company, you can call us at the phone number listed in **Section 32** to find out whether the deposit has been made.

If you have a passbook savings Account with us where the only possible type of EFTs are direct deposits, and if you bring your passbook to us, we will record any electronic deposits made to your passbook savings Account since the last time you brought in your passbook.

A copy of any documentation provided to you that indicates that an EFT transaction was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

15. **Stop Payment of Preauthorized EFTs.** If you have told us in advance to make regular, preauthorized EFTs from your Personal Deposit Account(s), you can stop any of these payments. Here's how: call or write to us at the phone number and/or address provided in **Section 32** of this Agreement.

In order to stop payment on preauthorized EFTs, we must be notified at least three (3) Business Days prior to the regularly scheduled EFT date. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We may charge you a fee (as provided in our Fee Schedule) for each stop payment order that you give.

16. **Notice of Varying Amounts of Preauthorized EFTs.** If your preauthorized EFTs may vary in amount, the person (or organization) you are going to pay will tell you at least ten (10) days before each payment, when it will be made, and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

17. **Liability for Failure to Stop Payment of Preauthorized EFTs from Your Personal Deposit Accounts.** If you order us to stop one of these payments from your Personal Deposit Account(s) three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages, subject to the limitations set forth in your Deposit Account Agreements and in this Agreement, e.g., **Sections 23 and 24** below.

18. **Our Liability if We Fail to Make Certain EFTs from Your Personal Deposit Accounts.** If we do not complete an EFT to or from your Personal Deposit Account on time or in the correct amount according to our agreement with you, we will be liable only for your losses or damages. However, there are some exceptions to our liability to you. We will NOT be liable, for instance:

- a. If, through no fault of ours, you do not have enough money in your Personal Deposit Account(s) to make the transfer.
- b. If you have an overdraft line and the transfer would go over the credit limit.
- c. If Online Banking was not working properly and you knew about the breakdown when you started the Online Transaction.
- d. If circumstances beyond our control (such as fire or flood) prevent us from making a transfer or payment, despite reasonable precautions that we have taken (such circumstances include Internet or wireless telecommunication outages or interruptions, postal strikes, delays caused by payees, fires, and floods).
- e. If you do not give proper, complete or correct Transfer Instructions, or you do not follow the procedures in this or any other Account Agreements with us for requesting such services.
- f. If your Username and/or Password has been reported lost or stolen, or we have canceled your Username and/or Password, or Online Banking.
- g. If we have reason to believe that you or someone else is using Online Banking for fraudulent or illegal purposes.

There may be other exceptions and limitations stated in this Agreement, e.g., **Sections 23 and 24** below, and in our Deposit Account Agreements with you.

19. **IN CASE OF ERRORS OR QUESTIONS ABOUT ONLINE TRANSACTIONS FROM YOUR PERSONAL DEPOSIT ACCOUNTS.** Telephone us at and/or write us at the phone number and address listed in **Section 32** of this Agreement as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear

from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- a. Tell us your name and Personal Deposit Account number (if any).
- b. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days after we hear from you (twenty (20) Business Days if the transfer involved a new Personal Deposit Account) and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (90 days if the transfer involved a new Personal Deposit Account, point-of-sale or foreign-initiated transaction) to investigate your complaint or question. If we decide to do this, we will credit your Personal Deposit Account within ten (10) Business Days (twenty (20) Business Days for new Personal Deposit Accounts) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Personal Deposit Account.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

20. **Review of Account Information.** Account information displayed through Online Banking is the current information as of the time indicated by Online Banking. You are in the best position to discover and report any discrepancies including unauthorized transactions involving your Accounts. You agree to review your Account information regularly and your Account statements when they are made available to you. You also agree to notify us as soon as possible of any error, discrepancy or unauthorized transaction you discover, as required by this Agreement and/or your Account Agreements, as applicable. If you fail to do so, you may become responsible for the losses resulting from such failure, as outlined in this Agreement and/or your Account Agreements, as applicable.

21. **Email Communications.** Because normal Internet email transmissions may not be secure, you agree to log into Online Banking and contact us electronically only through any secure messaging service that we may make available to you for any inquiries or requests that you may have regarding your Accounts. We cannot otherwise act on instructions sent by you from an external email address except through the secure messaging service that we make available to you through Online Banking. We will not immediately receive email that you send. Therefore, you should not rely on email if you need to communicate with us immediately (for example, to request a stop payment, to report a lost or stolen ATM or debit card and/or Password, to report an unauthorized transaction from one of your Personal Deposit Accounts, or to report an error on your statement). We will not take actions based on your email requests until we actually receive your message and have a reasonable opportunity to act.

22. **Hyperlinks.** We may elect to display one or more hyperlinks on Online Banking website from time to time. A hyperlink is any highlighted words or phrases in a document that allow you to click through to another section of the same document or to another document on the Internet. A hyperlink may allow you to click through to a third party website over which we have no control. We specifically disclaim any responsibility for the content, products and services provided at linked third party websites. The Bank is not liable for any failure of the products or services advertised on third party websites. You should be aware that third party websites may have privacy policies that differ from our privacy policy; it

is your responsibility to review privacy policies at the linked third party websites to determine whether those policies are acceptable to you. The linked third party websites may provide less security than the Bank's web site.

23. **Limits on Our and Other Providers' Responsibilities.** We agree to make reasonable efforts to ensure the full performance of Online Banking. We will be responsible for acting only on those instructions which are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of any messages or Transfer Instructions you send. We are not responsible for any losses or delays in transmission of Transfer Instructions arising out of the use of any Internet and wireless service provider, your connection to the Internet, or caused by your Computer or Mobile Device or by any browser software installed thereon.

Our sole responsibility for an error in an Online Transaction will be to correct the error, but in no case will we be liable or responsible for any indirect, special, incidental or consequential damages arising in any way out of your use of Online Banking. If a court finds that we are liable to you because of our actions or inactions under or in connection with this Agreement, you may recover from us only your actual damages in an amount not to exceed the total fees and charges paid by you to us under and in connection with this Agreement during the preceding six (6) months. You agree that this dollar limitation is reasonable, to the extent permitted by Applicable Law. Our liability is further limited as set forth in the Account Agreements. In states which do not allow the exclusion or limitation of liability for indirect, special incidental or consequential damages, our liability is limited to the maximum extent permitted by Applicable Law. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES CONCERNING THE SERVICE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF A THIRD PARTY OR PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY APPLICABLE LAW.

24. **Additional Limits on our Liability to You.** In addition to any other limitations on our liability found in this Agreement or the Account Agreements, you understand and agree that we will not assume responsibility for losses and damages that occur:

- a. If you have not properly followed the instructions that we provide on how to make an Online Transaction;
- b. If there is a delay or interruption in our provision of Online Banking or in the execution of Online Transactions you request due to the acts of so-called hackers or crackers, viruses, or denial of service attacks;
- c. If there is any loss, damage or injury resulting from (i) an interruption in your electrical power, telephone, cable or wireless service; (ii) the disconnecting of your telephone line or cancellation of service to your Mobile Device by your telephone company or wireless provider or from deficiencies in your line quality; (iii) any defect or malfunction of your Computer or Mobile Device; (iv) an interruption of the service provided by your Internet or wireless service provider; or (v) any other loss of communications services, including, without limitation, cable and satellite services;
- d. If we decline or are unable to process an Online Transaction because we have a reasonable basis for believing that, through no fault of ours, an unauthorized use of your Username, Password, or Account(s) has occurred or may be occurring;
- e. If the money in your Account(s) is subject to legal process or other encumbrances restricting the transfer; and

- f. **IN NO EVENT SHALL WE OR OUR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU FOR ANY LOSS INCURRED, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL, INCLUDING LOST PROFITS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, INJURY, OR DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE EXCLUSION OR LIMITATIONS MAY NOT APPLY TO YOU.**

25. **Address Changes.** We will rely on your mailing address and email address as it appears in our records and as you provided to us when enrolling in Online Banking. If you change your mailing or email address, you are responsible for advising us of the change. To change either your mailing or email address with us, you must notify us in writing at the address provided in **Section 32** of this Agreement or via Online Banking.

26. **Assignment and Delegation.** You may not assign this Agreement, or otherwise delegate your responsibilities under this Agreement, in whole or in part, to any third party. We may, in our sole discretion and at any time, assign this Agreement, in whole or in part, or delegate any of our rights and responsibilities under this Agreement to any third party or entity, including parties that are our affiliates.

27. **No Waiver.** No delay or waiver by us of any power, right, remedy or obligation under or in connection with this Agreement on any one occasion shall constitute a waiver of that power, right, remedy or obligation on any later occasion. No such delay or waiver by us is effective unless it is in writing and signed by us.

28. **Severability.** If any provision of this Agreement is held void or unenforceable by a court of competent jurisdiction, or any governmental agency, that provision will be considered enforceable to the extent permitted by such court or agency, and the remainder of that provision shall no longer be treated as part of this Agreement. All other provisions of this Agreement will, however, remain in full force and effect.

29. **Entire Agreement.** This Agreement, as may be amended by us from time to time, is the entire agreement between you and us regarding Online Banking and it supersedes any and all prior communications and prior agreements between you and us with respect to same. We will provide you with notice of any amendment to this Agreement as may be required by Applicable Law.

30. **Suspension and Termination.** We may suspend or terminate your use of Online Banking (and/or any associated features, unless we otherwise specify or agree) at any time for any or no reason, including (but not limited to) if you have not used Online Banking within the most recent 90 days. We will provide you notice of such termination to the extent and in the manner as required by Applicable Law. You may terminate your use of Online Banking at any time, although we will require that you put your request in writing. We will terminate your use of Bill Pay if you have not used Bill Pay within the most recent six (6) months.

31. **Modification.** We may modify Online Banking or this Agreement from time to time, and we will provide notice of such modifications to the extent required by and in accordance with Applicable Law. Additional services may become accessible in the future. As each becomes available, you will be provided with a description of each such service or account and fees. You understand that by using Online Banking after any modification or change has been effected, you will be deemed to have consented to any such modification or change.

32. **Notices.** Except as otherwise provided in this Agreement or in your Account Agreements, all notices required to be sent to you will be effective when we mail or transmit them to you electronically. We will send all notices to the last known address (or email address, if the notice is sent electronically) that we have on file for you.

Please contact us at the address provided below if (a) you are locked out of Online Banking , (b) you would like to place a stop payment on a preauthorized EFT, (c) you have an inquiry about a direct deposit to one of your Personal Deposit Accounts, (d) you believe your Username and/or Password has been lost or stolen or if you have lost your Mobile Device, (e) you have a question or believe there is an error involving the EFTs on your Personal Deposit Accounts, or (f) you need to make changes to your address and/or other contact information:

**Kennebunk Savings Bank**

Customer Care

P.O. Box 28

Kennebunk, ME 04043

(800) 339-6573

**KENNEBUNK SAVINGS BANK**  
**E-SIGN AND ELECTRONIC DISCLOSURE AGREEMENT FOR ONLINE BANKING**

This Kennebunk Savings Bank E-Sign and Electronic Disclosure Agreement (the “E-Sign Agreement”) supplements and shall be construed consistently with the Online Banking Service Agreement and Disclosure (the “Online Banking Agreement”). Terms not defined in this E-Sign Agreement shall have the meaning given to them in the Online Banking Agreement. **Please read this E-Sign Agreement carefully and retain a copy for your records.**

We are required by law to give you certain information “in writing”—which means you are entitled to receive it on paper. We may provide this information to you electronically, instead, with your consent. Before you use Online Banking, you must review and consent to the terms outlined in this E-Sign Agreement.

1. **Scope of Communications to Be Provided in Electronic Form.** You agree to receive and accept the Online Banking Agreement and conduct the transactions offered through Online Banking by electronic means and acknowledge that all documents, disclosures, forms and other information related to such transactions will be provided to you through Online Banking, a web-based electronic interface, or email. You also agree that you have adequate access to a Computer with sufficient internet connectivity to conduct these transactions online. You agree that we may provide you Communications (as defined below) in electronic format, unless and until you withdraw your consent as described below. Electronic Communications includes, but is not limited to:
  - The Online Banking Agreement, other service or user agreements related to Online Banking, and all amendments to any of these agreements;
  - All legal, contractual, and regulatory disclosures, agreements, and communications associated with your Account(s), including any agreements or disclosures associated with mobile banking or mobile communications using mobile devices, such as mobile phones or a tablets;
  - Notices or disclosures about changes in the terms of your Account(s) or associated payment features and responses to claims;
  - Information that we are required by law to provide to you in writing or other such communications that we may include from time to time as part of your Account(s) relationship.

All electronic Communications from us to you will be considered “in writing.” You should print or download for your records a copy of this E-Sign Agreement and any other Communication that is important to you.

2. **How to Access Electronic Communications.** All Communications that we provide to you in electronic form will be provided either: (1) via e-mail, (2) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, (3) through Online Banking; or (4) to the extent permissible by law, by access to a web site that we will generally designate in advance for such purpose.
3. **How to Update Your Records.** It is your responsibility to provide us with true, accurate and complete e-mail addresses, contact, and other information related to your Account(s), and to maintain and update promptly any changes in this information. You can update this information by contacting us.



4. **How to Withdraw Your Consent.** You may withdraw your consent to receive electronic Communications by contacting us. At our option, we may treat your provision of an invalid e-mail address, or the subsequent malfunction of a previously valid e-mail address, as a withdrawal of your consent to receive electronic Communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.
5. **How to Receive a Paper Copy.** We will not send you a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, contact us. Our standard fees, identified in our current Fee Schedule, will be charged for paper copies of any Communication provided to you electronically.
6. **How to Contact Us.** If you wish to contact us for any of the above purposes, please contact us at the phone number and/or address provided in **Section 32** of the Online Banking Agreement.
7. **Hardware and Software Requirements.** In order to access, view, and retain electronic Communications that we make available to you, your Computer must support the following requirements:
  - Windows XP, or higher; Macintosh OS 10.x or higher
  - Adobe® Reader software 11.0 or higher
    - Download a free copy of Adobe® Reader if needed
  - Access to the Internet, and a compatible Internet browser, which supports HTML 4.0 and 256 bit SSL encryption and JavaScript, such as:
    - For PC using Windows XP, Vista, or Windows 7:
      - Microsoft Internet Explorer 11 and higher
      - Firefox 49 and higher
      - Chrome 51 and higher
    - For Macintosh using OS 10.x:
      - Safari 10 and higher
      - Firefox 49 and higher
      - Chrome 51 and higher
8. **Consent.** By enrolling in and using Online Banking according to the process described in the Online Banking Agreement, you hereby give your affirmative consent to receive electronic Communications as described herein. You further agree that your Computer satisfies the hardware and software requirements specified above and that you have provided us with a current email address at which we may send electronic Communications to you.