

**MIDCOAST COMMUNITY BANK
INTERNET BANKING SERVICES AGREEMENT**

I. GENERAL DESCRIPTION OF AGREEMENT

A. WHAT THIS AGREEMENT COVERS

This Agreement between you and MidCoast Community Bank (“MidCoast”) governs the use of our Internet Banking Services. This service permits MidCoast customers (consumers, not for profits, governmental units, sole proprietors, and other business customers) to perform a number of banking functions on accounts linked to the service through the use of a personal computer. “You” and “your” refer to the MidCoast customer that has enrolled in Internet Banking Services. “We,” “us” and “our” refer to MidCoast.

The purpose of this Agreement is to set forth the terms and conditions and your rights under Regulation E to the Electronic Fund Transfer Act, if applicable, as well as the features, functionality, and appropriate uses of the Internet Banking Services. If your deposit account is used primarily for other than individual, or personal household purposes, please also refer to Section V.

This Agreement does not cover MidCoast’s Cash Management services.

B. ACCEPTING THE AGREEMENT

When you use the Internet Banking Services, you agree to the terms and conditions of this Agreement.

C. RELATION TO OTHER AGREEMENTS

Your use of the Internet Banking Services may also be affected by the Agreements between you and us for your deposit or other linked accounts. When you use the Internet Banking Services, you are governed by this Agreement as well as the Agreements that you already have with us for any account linked to the Internet Banking Services. You should review those Agreements for any applicable fees, availability of deposits, limitations on the number of transactions that you can make, and other restrictions that may impact your use of the Internet Banking Services. This Agreement will control if there is a conflict.

D. LIMITATION OF SERVICE

We have the right to revoke or refuse access to, or terminate the Internet Banking Services at any time, without cause or notice. If we do, you understand that any scheduled transactions will not be made. You will be denied the use of the Internet Banking Services if you do not enter the correct logon information. There is a limit on the number of failed logon attempts and your access to the Internet Banking Services will be suspended if you exceed these limits.

E. INACTIVITY

If you do not access the Internet Banking Services for 90 or more consecutive calendar days, the feature may be deleted. If you wish to reactivate access to the Internet Banking Services, you will have to initiate the process just the same as a new user.

F. SERVICE FEES

We do not charge a service fee for any of our Internet Banking Services or options, except for Consumer Bill Pay's PopMoney and Expedited Payments which will advise you of the processing fee prior to completing the transaction. See the applicable Personal or Business Deposit Account Fee Schedules for our other fees and charges.

II. INTERNET BANKING SERVICES

A. GETTING STARTED

To use the Internet Banking Services you must have:

- A computer equipped with Internet access through an Internet service provider. We do not currently support wireless devices or wireless connections.
- Internet Banking Services logon credentials.
- An account at MidCoast.

B. USING INTERNET BANKING SERVICES

You may use the Internet Banking Services to:

- Transfer funds between your MidCoast checking, savings, and money market savings accounts.
- Make a regular payment to your credit or loan account by transferring the payment amount from your checking or savings account to your loan account.
- Obtain balance and transaction information from your checking, savings, certificates of deposits and loan accounts.
- View the front and back images of recently cleared checks, withdrawal slips and deposit slips.
- Perform self-service account maintenance such as placing your own stop payment requests.

If you are using Personal Financial Management (PFM) software or any other indirect service to access, track, download, or pay bills, the features listed above may not be available or your software may not work in conjunction with the Internet Banking Services. To access all of

the features and services we offer, sign on directly through our web site at midcoastbankonline.com.

C. ONLINE USER GUIDE

An Online User Guide is available describing how to use the Internet Banking Services. You agree to comply with these requirements, as modified from time to time.

D. USING YOUR PASSWORD

Your Password acts as your signature as the owner and sole user of the User ID for your personal Internet Banking Services. Your Password is an identification code that is personal and confidential. The use of the Password with the service is a security method by which we are helping you to maintain the security of your account(s). Therefore, YOU AGREE THAT YOU WILL NOT DISCLOSE YOUR PASSWORD TO ANYONE AND THAT YOU WILL TAKE ALL REASONABLE PRECAUTIONS TO ENSURE THAT NO ONE ELSE LEARNS YOUR PASSWORD. YOU AGREE THAT IF YOU GIVE YOUR PASSWORD TO SOMEONE ELSE TO USE OR ALLOW THEM TO ACCESS THE SERVICE, YOU ARE AUTHORIZING THEM TO ACT ON YOUR BEHALF AND YOU WILL BE RESPONSIBLE FOR ANY USE OF THE SERVICE BY THEM.

E. ACTIVITY FOR LINKED ACCOUNTS

For each of your linked accounts you can view and download account balances and history information and perform transfers between linked accounts.

F. LIMITATIONS AND DOLLAR AMOUNTS FOR ONLINE TRANSFERS

You may transfer funds between your checking, savings, and money market savings accounts in any dollar amount.

1. Transfers to a line of credit or an installment loan must be in the amount of the payment due shown on your coupon or statement, and the Scheduled Transfer Date you select must be before your due date.
2. Transfers to an installment loan must be in the amount of your regular monthly payment and will be posted to your loan on the scheduled transfer date.
3. Transfers to a line of credit will be posted to your loan on the scheduled transfer date as a payment.
4. Late or special payments cannot be made using the Internet Banking Services.
5. Transfers you schedule on a business day (Monday through Friday, excluding holidays) before 7:00 p.m. will be posted to your account as of that business day. If you make a transfer on a business day after 7:00 p.m. or on a non-business day, your transfer will be posted to your account as of the next business day.

6. Automatic and future-dated transactions will be posted to your account on the business day you selected. If you selected a day that is not a business day, the transfer will occur on the next business day. Account statements and balances may not reflect transactions until our posting process is completed.
7. You agree to have sufficient funds available in your account at the time you schedule a transfer to occur. If you do not have sufficient funds on the date that the transfer is scheduled, we will try to complete your transaction on the next business day, for scheduled transfers between your checking, savings, and money market accounts or to your line of credit or installment loan. We reserve the right to impose insufficient or unavailable funds, over limit, or transfer fees, and no further attempt will be made by the bank to process the transfer instruction. In all cases, you are responsible for rescheduling the transfer.
8. The cancellation of a pending transfer may be subject to the availability of sufficient funds in both involved accounts.

G. RECORD OF TRANSACTION

For each single and future-dated transaction you request you will be provided a reference number as your confirmation. Historical activity is available through the Pending Transfer section.

H. STOP PAYMENT FEATURE

You can order us to stop payment on any check that you write from your MidCoast checking account. You cannot stop payment on a check if we have accepted, certified, made final payment on or otherwise become accountable for the check, except to the extent required by law. You may be requested to sign a stop payment form to continue the online request beyond fourteen (14) days. Your stop payment request is subject to our regular stop payment fee. You cannot cancel pre-authorized electronic payments using the stop payment feature. Please see the applicable Deposit Account Agreement for other provisions governing stop payment orders.

III. OTHER TERMS AND CONDITIONS

A. SERVICE HOURS

The Internet Banking Services are available 365 days a year and 24 hours a day, except during system maintenance and upgrades.

B. CANCELING YOUR INTERNET BANKING SERVICES

Your Internet Banking Services remain in effect until they are terminated by you or by us. You may cancel your service at any time by notifying us of your intent to cancel in writing, through the Internet Banking Services secure mail, or by calling the Internet Banking Services customer service at 302-250-4366. This cancellation applies to your Internet Banking Services only and does not terminate your MidCoast accounts. Prior to notifying us that you wish to discontinue the service, we strongly suggest that you:

1. Cancel any scheduled payments or transfers.
2. Cancel any automatic schedules.

C. CHANGES TO AGREEMENT

We may change the terms of this Agreement at any time. We will notify you of the changes as required by law. Your use of the Internet Banking Services, including any new or additional service, after the effective date of the change will constitute your acceptance of and agreement to the change.

We may terminate your participation in the Internet Banking Services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obligated to do so.

D. COMMUNICATIONS

You agree that we may send, by electronic communication, any information required to be sent to you in writing under Regulation E and the Electronic Fund Transfer Act. Electronic mail (e-mail) is not a secure method of communication and we recommend that you do not send confidential information by e-mail.

E. COMMUNICATING WITH YOU

From time to time, MidCoast may send you e-mail communications relating to the Internet Banking Services products, features, services and activation programs. We may also send you service-related or account-specific e-mails.

If your e-mail address changes or if you wish to opt out of non-service related communication, please contact us in writing.

F. TRANSFERS FROM MONEY MARKET SAVINGS OR SAVINGS ACCOUNTS

Transfers out of your savings and money market savings accounts are limited to six (6) per statement period using any combination of transfer made using the service or by telephone, checks, point of sale purchase or other preauthorized or automatic transfer services. This transfer limit includes deductions from your account to pay third parties, overdraft protection transfers and up to three (3) checks, drafts or similar orders made by you if your account offers these privileges. Federal law imposes these limits.

G. CONTACT BY MIDCOAST OR AFFILIATED PARTIES

No MidCoast employee, nor any company affiliated with MidCoast, will contact you via e-mail or phone requesting your Online User ID and/or Password. If you are contacted by anyone requesting this information, please contact us immediately.

H. DISCLOSURE OF ACCOUNT INFORMATION

We shall disclose information to third parties about your account(s) or the transactions you make:

1. Where it is necessary to complete transactions or investigate transaction errors and verify transactions.
2. Where we have a third party provide services on our behalf.
3. In order to verify the existence and standing of your account(s) with us upon the request of a third party, such as a credit bureau, merchant or Biller.
4. In accordance with your written permission.
5. In order to comply with court orders or government or administrative agency summonses, subpoenas, orders, examinations and escheat reports.
6. On receipt of certification from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978.
7. Please refer to our Privacy Policy.

I. ACCOUNT STATEMENTS

We report your Internet Banking Services transactions on the monthly statements for your linked accounts.

J. GOVERNING LAW

The terms and conditions of this Agreement are governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law provisions, and federal law.

IV. ADDITIONAL PROVISIONS

A. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSACTIONS.

If you think your statement is wrong or if you need more information about an Internet Banking Services transaction listed on the statement, call us at 302-250-4366, or write us at MidCoast Community Bank, Attention: Internet Banking Services, P.O. Box 6085, Wilmington, DE 19804, as soon as you can. 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. You must provide us with all of the following information:

1. Your name and account number.

2. A description of the error or the transaction you are unsure about, explaining as clearly as you can why you believe it is an error or why you need more information. The dollar amount of the suspected error.
3. If you tell us orally, we may require that you send your complaint or questions in writing within ten (10) business days to the above address.
4. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If more time is needed, it may take up to forty-five (45) days to investigate your complaint or question.

If additional time is needed, your account will be credited within ten (10) business days for the amount you think is in error, while the investigation is pending.

If we require your written confirmation and do not receive your complaint or question in writing within ten (10) business days, we may not credit your account. We may also not credit your account if the primary purpose of a transaction was to purchase securities or commodities regulated by the Securities and Exchange Commission or the Commodity Futures Trading Commission.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there is no error, we will send you a written explanation. You may ask for copies of the documents that we use in our investigation. If we credited your account, you must repay us if we conclude no error has occurred.

B. LIABILITY FOR UNAUTHORIZED TRANSACTIONS

If you believe your Password has been lost, stolen, or compromised or that someone has transferred or may transfer money from your account without permission, call 302-250-4366, or write to us at MidCoast Community Bank, Attention: Internet Banking Services, P.O. Box 6085, Wilmington, DE 19804.

If you telephone us, we may require that you send us written confirmation of your notice to be received by us within ten (10) business days of your phone call. You agree to cooperate with us in the investigation of any claim or dispute and provide us with information and documentation as may be necessary in order to assist us in resolving your claim or dispute.

You could lose all your money in the account(s), including the available balance in your overdraft line of credit or other credit account(s), if you take no action to notify us of the loss of your Password. If you notify us of the loss, your liability for unauthorized transfers will be as follows:

1. If you contact us within two (2) business days of the loss or your discovery of the loss, you can lose no more than \$50.00 if someone illegally gained access to and used your Password without your permission.
2. If you do NOT tell us within two business days after you learn of the loss or theft 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.

3. Also, if your monthly statement shows transactions that you did not make and you do not contact us within sixty (60) days after the statement was mailed (or electronically transmitted) to you, you may not get back any money lost after the sixty (60) days if we can prove that your contacting us would have prevented those losses.
4. If a good reason, such as a long trip or an extended hospital stay, kept you from telling us, we will extend the time periods in this section.

C. OUR LIABILITY FOR FAILURE TO COMPLETE AN ELECTRONIC FUND TRANSACTION

If we fail to complete a transaction on time or in the correct amount, when properly instructed by you, we will be liable for certain damages proximately caused by our failure unless:

1. There are insufficient funds in your account to complete the transaction through no fault of ours or the account has been closed.
2. The funds in your account are unavailable.
3. The funds in your account are subject to legal process.
4. The transaction you request would exceed the funds in your account plus any available overdraft credit.
5. Your Password has been reported lost or stolen or your service privileges have been suspended.
6. We have a reason to believe that the transaction requested is unauthorized.
7. The failure is due to an equipment breakdown, which you knew about when you started the transaction.
8. The failure is due to a loss of power or Internet connectivity during your session where you were not provided, or did not record, your transaction confirmation number.
9. The failure was caused by an act of God, fire or other catastrophe, or by an electrical or computer failure or by another cause beyond our control.
10. You attempt to complete a transaction using the service which is not a permissible transaction.
11. The transaction would exceed security limitations on the use of the service.

12. You have not given us complete information or properly followed our procedures on how to complete a transaction.

There may be other exceptions in the applicable Deposit Account Agreement or other Agreements between us. In any case, we shall only be liable for actual proven damages if the failure to make the transaction resulted from a bona fide error despite our procedures to avoid such errors.

LIMITATION OF OUR LIABILITY UNLESS OTHERWISE REQUIRED BY LAW: WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE SERVICES DESCRIBED IN THIS DISCLOSURE STATEMENT AND THE SERVICE AGREEMENT, INCLUDING DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES. WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE SOFTWARE OR THE EQUIPMENT YOU USE TO ACCESS THE SERVICE INCLUDING DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

WE WILL ALSO NOT BE RESPONSIBLE FOR ANY TRANSFER OF FUNDS THE PRIMARY PURPOSE OF WHICH IS THE PURCHASE OR SALE OF SECURITIES OR COMMODITIES REGULATED BY THE SECURITIES AND EXCHANGE COMMISSION OR THE COMMODITY FUTURES TRADING COMMISSION.

If you attempt to cancel a payment in accordance with the above instructions and we do not do so, we will be liable for your losses or damages.

V. ADDITIONAL PROVISIONS APPLICABLE ONLY TO NON CONSUMER ACCOUNTS

A. WHO MAY SIGN UP FOR AND USE THE INTERNET BANKING SERVICES

Internet Banking Services may only be requested and used by the authorized signers of the business. Authorized signers are those individuals who have been appointed to act on behalf of the business and whose names and signatures are on the physical signature card. Each authorized signer may only access those accounts on which he or she is an authorized signer.

B. PROTECTING YOUR USER IDENTIFICATION AND PASSWORD

You agree to: 1) keep your User Identification and Password secure and strictly confidential; 2) immediately notify us of any change in status, or authority, of any authorized signer on record with the bank; and 3) immediately notify us and select a new User Identification or Password if you believe your User Identification or Password may have become known to or used by an unauthorized person. The bank will have no liability to you for any unauthorized payment or transfer made using your User Identification or Password that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. We may suspend or cancel your use of the Internet Banking Services without notice from

you if we suspect your User Identification or Password is being used in an unauthorized or fraudulent manner.

C. WHAT PROVISIONS OF THIS AGREEMENT APPLY

Because you are a business customer, all of Section IV and the subsection entitled “Disclosure of Account Information” in Section III do not apply to you.

We do not charge a service fee for any of our Retail Internet Banking Services or options. See our Business Deposit Account Fee Schedule for our other fees and charges.

D. COMMUNICATIONS

You agree that we may send notices and other communications to the current address shown in our records. You further agree that MidCoast will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business.

Revised April 2016