Internet Banking Agreement & Disclosure
Please read this agreement carefully before following the link at the bottom of this page.

ONLINE BANKING AGREEMENT AND DISCLOSURE

This Online Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Online Banking service or the Bill Payment service ("Services"). It also describes the rights and obligations of First Federal Savings and Loan Association of Bath ("Bank"). Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

I. Definitions

The following definitions apply in this Agreement:

1. "Authorized Representative" refers to a person with authority (with respect to the account);

2. "Bill Payment" is the online service that enables the scheduling of bill payments using a personal computer or mobile device;

3. "ISP" refers to your Internet Service Provider;

4. "Online Banking" is the internet-based service providing access to your Bank account(s);

5. "Online Account" means the Bank account from which you will be conducting transactions using a Service;

6. "Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;

7. "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;

8. "Time of day" references are to Eastern Standard Time;

9. "User ID" is the Bank-generated identification code assigned to you for your initial connection to the Service, thereafter it can be changed by you;

10. "We", "us", or "Bank" refer to First Federal Savings and Loan Association of Bath, which offers the Services, and which holds the accounts accessed by the Services; and

11. "You" or "your" refers to the owner of the account or the authorized representative.

12. "Effective Date" refers to the date the transaction has taken effect.

13. "Primary Account" refers to a checking account that you must designate as the "Primary" if you use Bill Payment. It is the account from which service fees will be debited.

II. Access to Services

The Bank will provide instructions on how to use the Online Banking and Bill payment Services. Depending upon technological limitations that may be beyond the control of the bank, you will gain access to your Online Accounts through the use of your Internet-enabled device, your ISP, your Password and your User ID. You may access your Online Accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.

For purposes of transactions, the Bank's business days are [Monday through Friday], excluding holidays and weekends. All Online Banking transaction requests received after 4:00 p.m. on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next business day. The Bank's business day begins at 9:00 am.

III. Banking Transactions with Online Banking

A. Account Access. You may access your Bank personal accounts online. One of these accounts must be a primary account, if you elect to use Bill Pay. Once you have selected your primary account you may select additional accounts including other checking, savings, certificates of deposit or loan accounts. You must contact us to allow access to additional accounts.

B. Transfer of Funds. In addition to viewing account information, you may use Online Banking to conduct the transfer of funds between your accounts. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your checking accounts, savings accounts, and money market accounts. Please Note: transfers can only take place between First Federal Savings and Loan Association of Bath accounts.

NOTE: Because regulations require the Bank to limit preauthorized transfers (including Online Banking transfers), the following limitations apply:

1. Statement and Passbook Savings account. You can make no more than six (6) transfers per statement period by preauthorized or automatic transfer or by telephone or Online Banking.

2. Money Market Savings account. You can make no more than six (6) transfers per statement period by preauthorized or automatic transfer or by telephone or Online Banking and no more than three (3) of these may be by check, draft or debit card. Please note: If there are not sufficient funds in the account, we cannot complete this transfer. However, future recurring transfers will not be impacted.

C. Additional Services. New services may be introduced for Online Banking from time to time. The Bank will notify you of the existence of these new services. By using these services when they become available, you agree to continue to be bound by this agreement as well as the rules that will be made available to you concerning these services.

IV. Schedule of Fees

The Bank offers the benefits and convenience of the Online Banking Service to you free. The Bill Payment Service is free for the first three (3) months. Thereafter, the Bill Payment Service will be a flat fee of $4.00 per statement period, which includes 10 bill payments. All bill payments over 10 are an additional $0.55 each. However, the bill payment fee is reduced to $2.00 per statement period, which includes 10 bill payments ($0.55 each bill over 10) if your primary checking account has payroll/retirement direct deposit and a First Federal Savings and Loan Association of Bath debit card attached. The fee will be deducted automatically from your Bill Payment account. In the event you

wish to cancel the Bill Pay service, you may be able to do so through the product, or you may contact us by phone or in writing. There are no refunds for partial months.

Fees may be imposed for overdrafts created by checks, in-person withdrawals, ATM withdrawals, or by other electronic means, including but not limited to debit POS and online transactions and merchant holds. Such fees are referred to as "insufficient funds/returned item" fees on our service charge schedule. Please refer to that schedule on our homepage, for a list of charges and fees that may apply.

V. Statements

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account.

VI. Use of Your Security Password

You are responsible for keeping your password and Online Account information confidential. To protect yourself against fraud, you should adhere to the following guidelines:

1. Do not give out your account information, Password, or User ID; the Bank will never call and ask for your password, even though an email. Also, you should never try to access Online Banking from a link in an email you receive.

2. Do not leave your PC unattended while you are in the Bank's Online Banking Site.

3. Always Exit or Sign Off from the Online Banking site when finished.

4. Never leave your account information within range of others; and

5. Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.

If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Bank immediately at 800-499-8711 between the hours of 9:00 a.m. to 4:00 p.m., Monday through Friday. Telephoning the Bank is the best way of minimizing your losses and liability. (See; Section XII)

If you believe your Password has been lost or stolen, please telephone the Bank immediately and use the Password change feature within the Online Banking section of the Web site to change your Password.

VII. Electronic Mail (E-mail)

If you send the Bank an e-mail message, and assuming the message reaches the Bank in the ordinary course, the Bank will be deemed to have received it on the following business day. You should not rely on e-mail 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.

NOTE: E-mail transmissions outside of the Online Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public e-mail system. If you wish to contact us electronically, please use the Secure Email Form provided in our Online Banking site under the Secure Forms link. Use this secure form to e-mail the Bank regarding inquiries about an electronic funds transfer error resolution, reporting unauthorized transactions, or contacting the Bank regarding other concerns of a confidential nature.

VIII. Bill Payment Services

For Bill Payment Terms and Conditions please use this **link**

IX. Mobile Remote Deposit Capture

A. **Services**. The mobile remote deposit capture service is designed to allow you to make deposits to your personal checking, savings, or money market savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to First Federal Savings and Loan Association of Bath. Your use of the service constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail, text message, or on our website(s) by providing a link to the revised Agreement or by an online secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the service after we make the change. First Federal Savings and Loan Association of Bath reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

B. **Limitations of Service**. When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text message to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you. In the event that the mobile service is unavailable, you may deposit original checks at one of our physical locations.

C**. Hardware and Software**. In order to use the Services, you must obtain and maintain, at your expense, compatible hardware, and software as necessary. Any hardware/software is subject to the terms and conditions of the agreement you enter into directly with the third-party hardware/software provider at time of download and installation.

D. **Fees.** A fee may be charged for this Service. (See Fee Schedule) You are responsible for paying these fees. You authorize First Federal Savings and Loan Association of Bath to deduct any such fees from any of Bank Accounts.

E. **Eligible items**. You agree to scan and deposit "checks" only. (i.e., items drawn on a United States Bank, Savings and Loan or Credit Union).

1. You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

2. Checks payable to any person or entity other than you.

3. Checks payable jointly, unless deposited into an account in the name of all payees.

4. Checks containing evidence of an alteration, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.

5. Checks previously converted to a substitute check, as defined in Reg. CC.

6. Checks drawn on a financial institution located outside the United States.

7. Checks that are remotely created checks, as defined in Reg. CC.

8. Checks not payable in United States currency.

9. Checks dated more than 6 months prior to the date of deposit.

10. Checks with any endorsement on the back other than that specified in this agreement.

11. Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.

12. Checks or items that are drawn or otherwise issued by the U.S. Treasury Department

F. **Endorsements**. You agree to restrictively endorse all checks as "For mobile deposit only.

G. **Receipt of Items**. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from the Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

H. **Availability of Funds**. You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 2:00 p.m. EST on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available in two business days from the day of deposit. First Federal Savings and Loan Association of Bath may make such funds available sooner.

I. **Disposal of Transmitted Items**. Upon your receipt of a confirmation from First Federal Savings and Loan Association of Bath that we have received an image that you have transmitted, you agree to retain the check for at least 30 calendar days from the date of the image transmission. After 30 days, you agree to destroy the check that you transmitted as an image. During the time the retained check is available, you agree to promptly provide it to First Federal Savings and Loan Association of Bath upon request.

J**. Deposit Limits**. Default Limits

1. Per deposit $2,000.00

2. Per day $5,000.00

These limits may change at our discretion and without notice.

K. **Requirements**.

Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of

the Federal Reserve, and any other regulatory agency, clearing house or association. Only one check can be deposited at a time.

Endorsements must be made on the back of the check within 1 1/2 inches from the top edge, although we may accept endorsements outside this space. "Your endorsement MUST include your signature and "via mobile deposit" or "for mobile deposit only". Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint payee, either of you can endorse it. If the check is made payable to you and a joint payee, both of you must endorse the check.

There are internal validations at the time of the deposit. If any of the validations are not met the deposit will be rejected. An accept/reject email will be sent. Reject emails will state reason for denial.

L. **Deadlines**. Deposits received by 2:00 pm EST will be processed the same day. Deposits received after that time will be processed the next business day. The Bank reserves the right to change this deadline at any time.

M. **Errors**. You agree to notify the Bank of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable account statement is sent. Unless you notify the Bank within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against the Bank for such alleged error.

N. **Errors in Transmission**. By using the Services, you accept the risk that an item may be intercepted or misdirected during transmission. The Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

O. **Image Quality**. The image of an item transmitted to the Bank using the Services must be legible, as determined in the sole discretion of us. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by the Bank, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse, or association.

P. **User Warranties and Indemnification**. You warrant to First Federal Savings and Loan Association of Bath that:

1. You will only transmit eligible items.
2. You will not transmit duplicate items.
3. You will not re-deposit or re-present the original item.
4. All information you provide to First Federal Savings and Loan Association of Bath is accurate and true.
5. You will comply with this Agreement and all applicable rules, laws, and regulations.
6. You are not aware of any factor which may impair the collectability of the item.

7. You agree to indemnify and hold harmless First Federal Savings and Loan Association of Bath from any loss for breach of this warranty provision. This includes holding us harmless against any and all claims, actions, damages, liabilities, cost, and expenses, including reasonable attorneys fees and expenses arising from your use of this service and/or breach of the agreement.

Q. **Cooperation with Investigations**. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

R. **Termination**. We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or use the Services in a manner inconsistent with the terms of this agreement.

S. **Enforceability**. We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. If any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

T. **Ownership & License**. You agree that First Federal Savings and Loan Association of Bath retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to First Federal Savings and Loan Association of Bath's business interest, or (iii) to the Bank's actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal use in accordance with this Agreement. You may not copy, reproduce, distribute, or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services.

DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT,

STRICT LIABILITY OR OTHERWISE), EVEN IF FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BATH HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

X. Linked Accounts

All accounts with the Bank that you enroll in a service will be linked by the tax identification numbers of the persons authorized to access the account. The linked accounts will appear together without regard to the ownership of the accounts. For example, if an authorized user of a linked account accesses the Service, that authorized user will be able to view and access at a single time the following accounts:

1. the accounts of the business for which that person is an authorized user.
2. the accounts of any other business for which that person is an authorized user; and
3. any consumer accounts for which the person is a co-owner or authorized signer.

XI. Business Accounts

If you are a business, any authorized user of your business is authorized on such terms, conditions, and agreements as we may require to:

1. enter into this Agreement, as amended from time to time.
2. access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
3. use any Online banking service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

XII. Electronic Fund Transfer Provisions For Consumers

A. Applicability. These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Bank may rely on any exceptions to these provisions that are contained in Regulation E.

B. Your Liability. The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:

   1. If you notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed $50.00 or the amount of the unauthorized EFTs that occur before notification, whichever is less.
   2. If you fail to notify the Bank within two (2) business days after your password was lost or stolen, your liability will not exceed the lesser of $500.00 or the total of:
      a. $50.00 or the amount of unauthorized EFTs that occur within the two (2) business days; and
      b. the total of authorized EFTs which occur during the two (2) days before notification to the Bank, provided the Bank establishes that these EFTs would not have occurred had the Bank been notified within that two-day period.

3. You must report an unauthorized EFT that appears on your periodic statement, no later than 60 days of transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed the amount of unauthorized EFTs that occurred with the 60-day period. You may also be liable for the amounts described in sections 1 and 2 above.

4. If the report is made orally, we will require that you send the complaint or question in writing within 20 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within 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 10 business days, we may not credit your account until the investigation is completed. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States, the applicable time periods for action by us are 20 business days (instead of 10) and 90 calendar days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete. You may request copies of the documents that were used in the investigation.

5. You may notify the Bank by telephone, writing, or by email using the Secure Email Form provided in our Online Banking site. Notification by general e-mail to report an unauthorized transaction is not secure and therefore not advised.

C. Telephone Numbers and Addresses. In case of errors or questions regarding an Online Banking or Bill Payment transaction, call (800) 499-8711 or write us at: First Federal Savings and Loan Association of Bath, Attention: Internet Banking, PO Box 488, Bath, ME 04530-0488.

We must hear from you at the telephone number or address listed above, no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

1. Your name and account number

2. 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.

3. The dollar amount of the suspected error and date on which it occurred.

XIII. Term and Termination

A. Term. This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.
B. Termination for Cause. We may immediately terminate your electronic banking privileges (including the Bill Payment Service) without notice to you under, but not limited to the following circumstances:

1. you do not pay any fee required by this Agreement when due or

2. you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.

3. you fail to abide the terms of this agreement.

We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

C. Termination for Convenience. To terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. Your final charge for the Bill Payment service will be assessed at the end of your statement cycle. You may notify the Bank by one of the following methods:

1. By sending an e-mail to the Bank at onlinebanking@ffs.bank.
2. By calling 800-499-8711
3. By writing a letter and either sending it to the following address: First Federal Savings and Loan Association of Bath, Attention: Online Banking, PO Box 488, Bath, ME 04530-0488; or giving it to a Customer Service Representative at any of the Bank's locations.

If you are not paying a monthly service charge for the Service, we may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 90-day period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

XIV. Liability

A. Our Liability. This section explains our liability to you only to the extent that any other agreements, notices, or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking or Bill Payment services accounts. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking and Bill Payment services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

We will not be liable to you in, but not limited to, the following instances:

1. If through no fault of the Bank, you do not have enough money in your account to make the transfer.
2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
3. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
4. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
5. If your transfer authorization terminates by operation of law.
6. If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.

7. If you have not properly followed the instructions on how to make a transfer included in this Agreement.

8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.

9. If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, the deposit account agreement, a credit agreement, or any other agreement with us, or if we or you terminate this Agreement.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

B. Indemnification. You agree to indemnify, defend, and hold us, our affiliate companies, directors, officers, employees, and agents harmless against any third-party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking or Bill Payment account.

C. Third Parties. We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Netscape (Netscape Navigator browser) or Microsoft (Microsoft Explorer browser), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special, or consequential damages resulting from your access to or failure to access an Online Banking or Bill Payment account.

D. Virus Protection. The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

XV. General Terms and Conditions

A. Bank 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. Use of any of these services for illegal purposes is prohibited. Your use of the Online Banking Service or the Bill Payment Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures 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 and the fee schedule contained in this Agreement. We will automatically deduct the fees related to this Service from your Bill Payment Account each month.

B. Changes and Modifications. The Bank may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail, and you will have to be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

C. Assignment. We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition, or sale of all

or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.

D. Notices. Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.

E. Disclosure of Information. We will only disclose information to third parties about your account or transfers you make under the following circumstances, or as explained in our Privacy policy:

Where it is necessary for the provision of Online Banking and for completing transfers;

a. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;

b. in order to comply with government or court orders, or other reporting requirements;

c. if you give us your permission;

F. Governing Law. This Agreement is governed by the laws of the State of Maine and applicable federal law.

G. Ownership of Material. Our Internet Banking Service is a product of Open Solutions, Inc.

H. Amendments. Terms and conditions of this Agreement may be amended in whole or part at any time within 30 days written notification prior to the change taking effect. We may notify you of such changes by US mail, or if you agree, we may send you an email notice, which details the changes. Email notifications may also direct you to a section of our website which will include the changes. Amendments or changes to term(s) or condition(s) may be made without prior notice if it does NOT result in higher fees, more restrictive service use, disclosure of additional account information to third parties, or increased liability to you. Also, if a change in term(s) or condition(s) is necessary to maintain or restore the security of our system or your account(s), no advance notice is required, and we will then notify you within 30 days following such action. If you do not agree with the change(s), you must notify us in writing or via email prior to the effective date to cancel your access to the Service. Your continued use of the affected change in Service is your agreement to the amendment (s).

I. Entire Agreement. This Agreement supplements any other agreements or disclosures related to your account(s), including the Deposit Account Agreement and Disclosures provided to you separately.

BY ACCEPTANCE HEREOF, YOU AND THE BANK HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY AND ALL RIGHTS WHETHER ARISING UNDER THE CONSTITUTIONS OF THE UNITED STATES OR OF ANY STATE, ANY RULES OF CIVIL PROCEDURE, COMMON OR STATUTORY LAW, OR OTHERWISE, TO DEMAND A TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM INVOLVING, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR IN ANY WAY RELATED TO THE ADMINISTRATION OF THE SERVICES. YOU AND THE BANK HEREBY AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE HEARD BEFORE A SINGLE JUSTICE OF THE MAINE SUPERIOR COURT OR A FEDERAL COURT JUDGE SITTING IN THE DISTRICT OF MAINE.