

Bangor Online Banking

DISCLOSURE REQUIRED BY FEDERAL LAW

READ AND SCROLL DOWN

ELECTRONIC RECORDS (E-SIGN) DISCLOSURE AND CONSENT

Please read this Electronic Records (E-Sign) Disclosure and Consent ("Disclosure") carefully and keep a copy for your records.

This Disclosure applies to all Communications for those products and services offered through the Bangor Online Service that are not otherwise governed by the terms and conditions of an electronic disclosure and consent.

The words "**we**," "**us**," and "**our**" mean Bangor Savings Bank, and the words "**you**" and "**your**" mean you, the individual(s) or entity identified on the Account(s). As used in this Disclosure, "**Account**" means the account you have with us. "**Communication**" means any customer agreements or amendments thereto, account statements, disclosures, notices, privacy policies and all other information related to the product or service, including but not limited to information that we are required by law to provide to you in writing.

- 1. Scope of Communications to Be Provided in Electronic Form.** When you use a product or service to which this Disclosure applies, you agree that we may provide you with any Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic communications and transactions includes, but is not limited to:
 - All legal and regulatory agreements, disclosures and communications associated with the features or services available through the Bangor Online Service for your Account
 - Periodic or monthly statements for your Account
 - Notices or disclosures about a change in the terms of your Account
 - Privacy policies and notices
- 2. Method of Providing Communications to You in Electronic Form.** 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, which may link you to Communications contained in an account statement, or (3) 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 Withdraw Consent.** You may withdraw your consent to receive Communications in electronic form by contacting us at **1.877.Bangor1 (1.877.226.4671)**. You may also write to Deposit Operations, P.O. Box 930, Bangor, ME 04402-0930. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email 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.
- 4. How to Update Your Records.** It is your responsibility to provide us with true, accurate and complete e-mail address, contact, and other information related to this Disclosure and your Account(s), and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) through the Bangor Online Service or by contacting us at **1.877.Bangor1 (1.877.226.4671)**.
- 5. Hardware and Software Requirements.** In order to access, view, and retain electronic Communications that we make available to you, you must have:
 - an Internet browser that is capable of supporting 128-bit SSL encrypted communications, which includes the most current version of the following recommended browsers:
 - Microsoft Edge
 - Mozilla Firefox
 - Google Chrome
 - Apple Safari(Our site is optimized for use with certified/recommended browsers, as we may specify from time to time. If you use a different browser, you may not be able to take full advantage of all the features of our site.)
 - sufficient electronic storage capacity on your computer's hard drive or other data storage unit;
 - an e-mail account with an Internet service provider and e-mail software in order to participate in our electronic Communications programs;

- a personal computer, operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in electronic form via a plain text-formatted e-mail or by access to our web site using one of the browsers specified above.
6. **Requesting Paper Copies.** 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 by logging in to the Bangor Online Service and send a paper statement request using our secure message feature, or you may contact us at **1.877.Bangor1 (1.877.226.4671)**. We may charge you a reasonable service charge for the delivery of paper copies of any Communication provided to you electronically pursuant to this authorization. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.
 7. **Communications in Writing.** All Communications in either electronic or paper format from us to you will be considered "in writing." You should print or download for your records a copy of this Disclosure and any other Communication that is important to you.
 8. **Federal Law.** You acknowledge and agree that your consent to electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (E-Sign Act), and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.
 9. **Termination/Changes.** We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.
 10. **Consent.** By selecting "Yes, I have read and accept the above agreement," you hereby give your affirmative consent to our providing electronic Communications to you 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 e-mail address at which we may send electronic Communications to you.

BANGOR ONLINE INTERNET BANKING AGREEMENT

I. DESCRIPTION OF AGREEMENT

a. What this Agreement Covers

This Agreement between you and Bangor Savings Bank governs your use of the Bangor Online Banking Service (the "Service"), as well as any transactions ("Online Transactions") that you may initiate with and/or request from the Bank through the Service. The Service permits you to perform a number of banking functions linked to the Service through the use of a personal computer. This Agreement does not cover transfers you may make through the branch, a telephonic individual voice response system (IVR) or through an automated teller machine (ATM). We are providing you with this Agreement in accordance with, and it is subject to, Applicable Law. Please read this document carefully, as it discusses in detail your rights and responsibilities when enrolling in the Service and when conducting Online Transactions through the Service. By using the Service, you acknowledge that you have read, understood, and agreed to the terms and conditions related to the Service and any Online Transactions you initiate through the Service.

We recommend that you print or store a copy of this Agreement and keep it with your records. You may also view this Agreement, at any time, at the disclosure page on our website at www.Bangor.com.

b. Definitions.

In this Agreement, the following definitions apply:

- (a) The words "you", "your" and "Customer" mean the consumer or eligible business that has enrolled in the Service.
- (b) The words "we", "us", "our" and "Bank" mean Bangor Savings Bank.
- (c) The word "Account(s)" means any Deposit Account(s) and/or Credit Account(s) that you may have with us.
- (d) The words "Account Agreements" mean the terms and conditions of any Credit Account Agreements, Deposit Account Agreements, Fee Schedule, and any other agreements, security instruments, disclosures, or other documents regarding your Credit Accounts and/or Deposit Accounts that you may have with us, each as may be amended from time to time.
- (e) The words "Applicable Law" mean federal laws and regulations and, to the extent not preempted by federal law, the laws of the State of Maine.

- (f) The words "Authorized User" means, where Customer is a business, Customer and any person that such Customer may designate as being authorized to access or use the Service.
- (g) The words "Business Day" mean Monday through Friday, excluding federal holidays.
- (h) The word "Computer" means your computer or other Internet access device, any software, and the related equipment.
- (i) The words "Credit Account(s)" mean any line of credit, loan, mortgage, or other open-end or closed-end credit that you maintain with us.
- (j) The words "Credit Account Agreement(s)" mean the promissory notes, credit agreements, mortgages, 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 Credit Accounts with us.
- (k) The words "Deposit Account(s)" mean any checking account, money market deposit account, savings account, certificate of deposit, individual retirement account, or other deposit account you may have with us.
- (l) The words "Deposit Account Agreement(s)" mean the Bank's Deposit Account Agreement and Fee Schedule, each as amended from time to time.
- (m) The words "Electronic Funds Transfer" (or "EFT") are used as defined in the Electronic Funds Transfer Act and Federal Reserve Board Regulation E to mean a transfer of funds initiated by a computer to or from a **consumer's** Deposit Account.
- (n) The words "Fee Schedule" mean the Bank's Schedule of Fees as amended from time to time.
- (o) The words "Linked Accounts" mean those Accounts on which you are an owner that you have linked to the Service.
- (p) The words "Transfer Instructions" mean the information you provide to us through the Service regarding the amount of funds that you would like to transfer between your Linked Accounts using the Service.

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

c. Accepting the Agreement

You may use the Service to perform certain Online Transactions as described below. By using the Service, 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 the use of the Service by you and any others whom you permit to use the Service. 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 the Service. By using the Service, you consent to the electronic transmission of your financial information. Your consent will be deemed effective for as long as you use the Service.

d. Relation to Other 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 the Service and any Online Transactions that may be initiated through the Service. For example, when you use Bangor Online to access a Credit Account, you do so under the terms and conditions governing the agreement and disclosure for that account. You should review those agreements for any applicable fees, for limitations on the number of transfers you can make, and for other restrictions that might impact your use of that account through the Service. 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.

e. Computer Requirements

In order to access and use the Service, you will need a computer and related Internet access equipment as described to you on the Bank's Electronic Records (E-Sign) Disclosure and Consent page. Your Internet or other web browser software must support a minimum 128-bit SSL encryption and other security measures as we may specify from time to time. Your browser must be one that is supported by us for optimal performance. You are responsible for the installation, maintenance and operation of the Computer and all related charges. You are responsible for installing and maintaining appropriate malware protection software on your Computer. We are not responsible for any errors or failures caused by any malfunction of the Computer or any Computer virus or related problems that may be associated with access to or use of the Services or the Computer. We also are not responsible for any losses or delays in transmission of information you provide to us or otherwise arising out of or incurred in connection with the use of any Internet or other service provider providing your connection to the Internet or any browser software.

f. Copyright and Trademarks

The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related
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to the Bank's website and the Service are protected under applicable copyrights, trademarks and other proprietary rights. The copying, redistribution, use or publication by you of any part of our website, except as allowed by this Agreement, is strictly prohibited. You do not by virtue of this Agreement acquire ownership rights to any content, document or other materials accessed through the Service or the Bank's website. The posting of information or materials on the Bank's website does not constitute a waiver by the Bank of any proprietary or other right in such information and materials. All trademarks and copyrights referenced in this Agreement are the property of their respective owners. All rights reserved.

II. BANGOR ONLINE SERVICES

a. To use Bangor Online, you need:

- i. service through an Internet service provider ("ISP");
- ii. a Bangor Online ID & Password; and
- iii. a means of connecting and communicating through the Internet.

b. You may use Bangor Online to perform the following Online Transactions:

- i. Transfer funds between your Linked Accounts on either a one-time or recurring basis ("Account Transfers").
- ii. Transfer funds between your Accounts at the Bank and accounts at other financial institutions on either a one-time or recurring basis, subject to availability ("External Transfers").
- iii. View current balance information for your Linked Accounts such as checking accounts, market rate deposit accounts, savings accounts, certificates of deposit, and loans.
- iv. Review transactions for the current and previous statement cycle(s).
- v. Send us secure message and questions regarding the Service or initiate secure chat sessions with us.
- vi. View check and deposit ticket images.
- vii. Download account information for use with other systems such as Microsoft® Money, QuickBooks® and Quicken®.
- viii. Use account aggregation (Money Management) to view all of your financial accounts, transactions and spending in one place.
- ix. Set up Account alerts.
- x. Re-order checks.
- xi. Pay bills and receive eBills in your personal Bangor BillPay mailbox.

Additional features or modules related to Bangor Online Service may be added by the Bank from time to time in the Bank's sole discretion. The use of certain features or modules related to the Service, including new services, may incur fees or other charges. See our Fee Schedule for further information.

c. Enrolling in and Use of the Service

To enroll in the Service, you must maintain at least one Account with the Bank. You may enroll in the Service by completing an online registration that may be accessed at <https://bangoronlinebanking.com>. During the registration, you will be asked to provide certain personal information that will be used to verify your identity, including but not limited to your date of birth, social security number or other similar information. You will create an initial Bangor Online ID. You will select your own Password.

If your registration is approved, you will receive a congratulatory email directing you to our online banking website. You will be prompted to complete an "enhanced login security form." You agree that when you change your Bangor Online ID and/or Password, you will do so in accordance with Section II(d) and any other guidance or instructions that we may provide to you under this Agreement or that may be posted on the Service.

Your enrollment in the Service 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 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 the Service.

d. Your Bangor Online ID and Password

You understand and agree that your Bangor Online ID and Password are exclusively for your use to authenticate you to us when using the Service. You agree that we may rely on your Bangor Online ID, Password and enhanced log-in security, as further described below, to identify you when you use the Service, and to consider it as the equivalent of your signature authorization for any Online Transactions that you initiate through the Service. You agree to protect your Bangor Online ID and Password to prevent unauthorized use.

You may change your Bangor Online ID and Password at any 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 or tax identification number) and to otherwise comply with the Security Procedures described below. You also agree to follow any requirements that we may have for your Bangor Online ID 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 Bangor Online ID and Password in the Service.

Except as is more fully discussed in this Agreement, you understand and agree that you are responsible for all transfers and payments made through the Service. You also acknowledge and agree that if you permit another party(ies) to use your Bangor Online ID and Password to access the Service, or otherwise authorize them to use the Service, you are responsible for any and all Online Transactions that party(ies) makes from your Account, even if it exceeds your authorization. Subject to the terms of this Agreement, we may follow and comply with any Transfer Instructions entered using your Bangor Online ID and Password.

e. Security Procedures

You can use your Bangor Online ID, Password and “enhanced log-in security” to access the Service and perform certain transactions described below. Enhanced log-in security incorporates a multi-part credential for each user of the Service that is in addition to user IDs and password security. It incorporates an additional factor(s) of identity authentication that may include, but is not limited to, additional log-in security features such as security cookies, flash objects, and one-time passcodes. The enhanced log-in security will require each user of the Service to establish and utilize, in addition to individual Bangor Online IDs and Passwords, their own individual authentication through the use of personal identifying questions as part of a multi-part credential, and to select a preferred out-of-band delivery channel for one-time passcodes.

In an effort to provide the highest degree of confidentiality and security, the Bank recommends the use of browsers that provide encryption using a 128-bit key. The higher the level of encryption, the harder it is for unauthorized people to read information. The Bank recommends that customers protect their valuable financial information by using the most secure encryption possible. The Bank is not liable for losses resulting from the use of less than 128-bit encryption. If you elect to use a browser with less than 128-bit encryption, this implies your acceptance of this risk.

Automatic, Service-generated electronic alerts will be sent to the email address identified by you on the registration and/or set-up form(s) if your email address or Password is changed through the Service. You should contact us immediately if you suspect unauthorized or fraudulent activity associated with the topic of these alerts.

You agree that if you access the Service from a Computer other than your own (such as a public computer terminal at a library or Internet café), you will not leave your computer unattended while using the Service. You also agree that, in such situations, you will always end your session using the Service by clicking on the LOG OFF button located at the top right hand corner of the screen. The Bank will not be liable to you for any losses that may result from your failure to follow these security procedures.

f. Deposit Account Ownership

You must be an owner of a Deposit Account in order to access it through the Service. Each owner of a Deposit Account is authorized to access all of the available funds held in that Deposit Account through the Service.

g. Optional Account Alerts

The Service provides optional, voluntary Account alerts associated with certain modules of the Service that must be activated by you. Account alerts allow you to choose alert messages for your Account(s). We may add new alerts from time to time or cancel old alerts. If you have opted to receive an alert that is being canceled, we will notify you in accordance with the terms of this Agreement. Each alert has different options available, and you may select from among these options upon activation of your alerts service.

Voluntary alerts are subject to the following:

- (i) Electronic alerts will be sent to the email address identified by you on the enrollment and/or set-up form(s). If your email address changes, you are responsible for updating that information via the Service, and such change(s) will apply to all of your alerts.
- (ii) You understand and agree that your alerts may be delayed or prevented by a variety of factors. We will use commercially reasonable efforts to provide alerts in a timely manner with accurate information. We neither guarantee the delivery nor the accuracy of the contents of any alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance of an alert. You agree that we are not responsible for any costs or fees incurred as a result of alerts directed by you.

Alerts are not encrypted. We will never include your Bangor Online ID or Password or full Account number(s). However, alerts may include your name and some information about your Accounts, depending upon your selection of specified alerts.

h. Money Management

The Service offers access to this personal financial management tool that helps you to better manage your finances. This includes aggregating and accessing your financial accounts, transactions and spending habits all from one webpage. You can access Money Management through Bangor Online and be linked to the Money Management landing page, where you will be presented with Money Management's terms and conditions. Within Money Management, you can set budgetary goals, examine monthly spending trends, and view all of your online accounts and associated financial transactions that have been aggregated across a number of financial institutions, all from your Money Management homepage.

You agree that:

- We may change these tools and services or add new ones without advance notice.
- You are responsible for the accuracy of all information you input.
- You will comply with any instructions or conditions for use of the services and tools as set forth within Bangor Online.
- The tools and services are meant as aids to assist you with managing your accounts. They are not intended to provide legal, tax or financial advice.

i. eStatements

Subject to availability, the eStatement feature of the Service will provide you with an alternative to receiving statements through the mail. With eStatement, you will receive an email notification when the statement is ready to be viewed from Bangor Online. Your consent is required to begin sending the bank statement electronically. By agreeing to receive the bank statement electronically, we will no longer send the statement through the U.S. mail.

Your consent will authorize the Bank to provide a periodic bank statement in electronic format, along with any other disclosures that we might send with the bank statement, such as Electronic Funds Disclosures or other required disclosures relating to your Accounts. When it is applicable, Accounts will be combined on a single statement.

Your consent is applied to the account, not to specific account holders. Any decision to opt in or opt out of eStatements will apply to the account. The most recent decision we receive from any account holder will apply.

The same terms apply with respect to electronically delivered bank statements as for those delivered in paper form, and the Account Agreements and disclosures previously received from us remain in effect. We may change, suspend or eliminate all or any aspect of this delivery service upon notice to you.

j. Use of Financial Management (FM) Software

Use of the Service may be supplemented and/or enhanced by use of a one-way connection ("Web Connect") from the Service to certain FM software (e.g., Quicken® or QuickBooks®) which allows you to automatically download transactions and match them with existing transactions from your FM software.

You may also access the Service by direct connection ("Direct Connect") using FM software. Direct Connect provides for two-way connectivity which allows you to automatically download transactions and match them with existing transactions and initiate Account Transfers.

If you choose to use FM software, you must purchase this software from the software manufacturer, or a retailer of your choice. 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 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.

Access to Account information through FM software must generally be performed using an active Bangor Online ID and Password or other secure method as may be required. We may restrict access to certain eligible Accounts via Direct Connect ("Direct Connect Accounts") and may establish other security procedures for enrollment in and/or access to the Service, or any portions of the Service, and for authorization of any transactions involving Direct Connect Account(s).

You are responsible for all transfers and payments that you authorize using FM software. If you permit other persons to access the Service using FM software, you are responsible for all transactions they authorize from Direct Connect Account(s). You must establish your own internal security procedures for any persons that you may authorize to use the Service via Direct Connect and to prevent unauthorized use by other persons. You should verify all Account data obtained and transactions executed on your Accounts using FM software.

k. Card Management

The card management feature is offered by Bangor Savings Bank (referred to herein as “Card Controls and Alerts”, “**us**”, “**we**” or “**our**”) for use by Bangor Savings Bank cardholders. Bangor Savings Bank’s card management feature is intended to allow You to initiate certain payment card related activities for Your enrolled Bangor Savings Bank card(s) via the card management feature. Those activities may include the ability to but not limited to:

- Register the card
- Activate and deactivate the card
- Set control preferences for card usage including location, transaction, and merchant types, spend limits, and card on/off (“**Controls**”)
- Set alert preferences for card usage including location, transaction, and merchant types, spend limits, and declined purchases (“**Alerts**”)
- View transaction history including cleansed and enriched merchant information (e.g., merchant name, address, and contact information)
- Report Your card as lost or stolen
- Review Your spending by merchant type and/or by month
- View a list of merchants storing Your card information for recurring or card-on-file payments

The card management feature may enable access to Bangor Savings Bank and third parties’ services and web sites, including GPS locator websites, such as Google. Use of such services may require internet access and that You accept additional terms and conditions applicable thereto, including, with respect to Google maps, those terms and conditions of use found at http://maps.google.com/help/terms_maps. Html and the Google Legal Notices found at https://www.google.com/help/legalnotices_maps/, or such other URLs as may be updated by Google. To the extent the card management feature allows You to access third party services, Bangor Savings Bank and those third parties, as applicable, reserve the right to change, suspend, remove, limit, or disable access to any of those services at any time without notice and without liability to You.

You agree to allow us to communicate with You via push notification, SMS and/or email, with respect to the activities performed via the card management feature. Data fees may be imposed by Your mobile provider for the transmission and receipt of messages and Alerts.

Bangor Savings Bank reserves the right to send administrative and service notifications via emails and/or SMS messages to the email address and/or phone number provided upon enrollment in Bangor Savings Bank’s card management feature.

Availability/Interruption. You acknowledge that the actual time between occurrence of an event (“**Event**”) triggering a selected Control or Alert and the time the notification of such event is sent to Your mobile device (“**Notification**”) is dependent on a number of factors including, without limitation, Your wireless service and coverage within the area in which You are located at that time. You acknowledge that Notifications of Events may be delayed, experience delivery failures, or face other transmission problems. Similarly, selection of Controls and Alerts (collectively, “**Commands**”) are likewise affected by the same or similar factors and problems could arise with use of Commands. Notifications of Events may not be available to be sent to Your mobile device in all areas.

If You registered to receive Notifications to Your mobile device, the card management feature is available when You have Your mobile device within the operating range of a wireless carrier with an appropriate signal for data services. The card management feature is subject to transmission limitations and service interruptions. Bangor Savings Bank does not guarantee that the card management feature (or any portion thereof) will be available at all times or in all areas.

You acknowledge and agree that certain functionality with the card management feature may not be available for all transactions. Commands based upon the location of the mobile device where the card management feature is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the location of the actual location of the merchant differs from the merchant’s registered address.

You acknowledge and agree that neither Bangor Savings Bank nor its third-party services providers (including the developer of the technology enabling the Notifications) are responsible for performance degradation, interruption or delays due to conditions outside of its control. You acknowledge that neither Bangor Savings Bank nor its third-party service providers shall be liable to You if You are unable to receive Notifications on Your mobile device in Your intended area. Bangor Savings Bank, for itself and its third-party service providers, disclaims all liability for: any delays, mis-delivery, loss, or failure in the delivery of any Notification; any form of active or passive filtering.

III. DESCRIPTION OF FUNDS TRANSFER AND RELATED SERVICES

ACCOUNT TRANSFERS

a. Processing Recurring and One-Time Payments and Transfers

You can make transfers and payments between eligible Linked Accounts in one of two ways:

- i. one-time; or
- ii. recurring.

Transfers from market rate passbook accounts and passbook savings accounts are not permitted through the Service.

One-time transfers and payments are used for transfers and payments between your eligible Bank Accounts which occur on an infrequent or irregular basis, or which vary in amount.

You may use the recurring payment or transfer feature when you preauthorize the payment of a set amount at regular intervals, for example, on a loan payment, or when you want to transfer the same amount at regular intervals, for example, from your checking account to eligible savings accounts ("preauthorized EFTs").

The Bank will provide you with a positive confirmation that the payment or transfer has been scheduled. Additionally, you may verify that any payment or transfer has been processed by logging onto the Service on the Business Day following the transfer or payment.

b. Processing Schedule

Transfers are processed on normal Business Days. To have a transfer processed on the same Business Day, we must receive your instructions before the established funds transfer cut-off time displayed on Bangor Online. If you request a transfer for a future date, we process the transaction before the close of business on that day only if it is a Business Day; otherwise, the transaction will be processed on the preceding Business Day. If we receive your instruction after the end of a Business Day, we will process the transaction on our next Business Day.

c. Limitations and Dollar Amounts for Transfers and Payments

- (i) Savings and Money Market Deposit Accounts. Your ability to transfer funds between and/or make payments from your savings or money market Deposit Accounts is limited by federal law. You may make up to a total of 6 pre-authorized, automatic, online banking or telephone transfers or payments per statement cycle from your savings or money market Deposit Accounts to other Accounts or third parties. Transfers and Credit Account payments from savings and money market Deposit Accounts made through the Service are counted against the permissible number of transfers or payments from these accounts. We recommend that you not use these types of Accounts as your bill payment account because of these restrictions.
- (ii) Dollar and Frequency Limitations on Transfers. Funds can be transferred immediately or on a future date between your 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 Agreement) per transaction, as long as the transaction does not cause the available balance in your Deposit Account to be less than zero. Funds transfers between your Linked Account(s) initiated on your Computer using the Service, and received by the Bank or its agent(s) before the established funds transfer cut-off time displayed on Bangor Online Monday - Friday will be effective on the current Business Day. Funds transfers processed on your device using the Service, and received after the established funds transfer cut-off time displayed on Bangor Online Monday - Friday or any time on a Saturday, Sunday, or federal holidays will be effective the following 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 the Service. 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 described above.

When you schedule a payment or transfer, you authorize the Bank to withdraw the necessary funds from your Deposit Account. If you have more than one Deposit Account, you will be asked to designate the Account from which the withdrawal should be made. You agree that you will instruct the Bank to make a withdrawal only when a sufficient balance is or will be

available in your Account at the time of withdrawal. If you do not have a sufficient balance, including available credit under any overdraft protection plan, you agree that we may, in our sole discretion, either complete the transfer or payment - creating an overdraft - or refuse to complete the transfer or payment. In either case, we reserve the right to impose a non-sufficient funds (NSF) fee.

d. Canceling Transfers or Payments

In order to cancel or delete transfers, you must log onto the Service and follow the prompts provided. The delete feature is found in the "Review Transfers" section. You may cancel a transfer transaction using the delete feature of the Service up to the day prior to the date you scheduled it for processing.

You can also cancel any of these transfers by calling us at 1.877.Bangor1 (1.877.226.4671) or by writing to Deposit Operations at P.O. Box 930, Bangor, ME 04402-0930, so long as the Bank actually receives notice at least three (3) Business Days prior to the regularly scheduled EFT date. If you call, we may also require that you put the request in writing and get it to us within 14 days after you call.

e. Confirmation of Transfers and Payments

In addition to immediate confirmation of a transfer, a transaction made using the Service receives a confirmation reference number that appears on your monthly statement for the Account from which the transaction was made.

EXTERNAL TRANSFERS

a. General Information

Subject to availability of the External Transfers feature, to use External Transfers, you must be enrolled in Bangor Online, and you must separately sign up within Bangor Online for this feature. Additionally, you must be at least eighteen (18) years of age and be a resident of the United States. External Transfers is offered through the Bank's third party service provider. Additional terms and conditions supplied by our third party service provider for this feature govern External Transfers and are available on the Bangor Online Service's site. In addition to the External Transfers terms and conditions available on our site, this Agreement and the following additional terms and conditions shall also apply to your use of External Transfers. Except as otherwise set forth in this Agreement, to the extent this Agreement, including any definitions contained in this Agreement, shall conflict with the additional terms and conditions for External Transfers available online, this Agreement and any amendment hereto from time to time shall control and supersede the same, but only to the extent necessary to resolve the conflict. You will need to register each of your non-Bank accounts that you wish to use for External Transfers.

- If you are a consumer customer, you agree that you will only register eligible non-Bangor Savings Bank accounts on which you are an individual or joint owner, and that you will only use External Transfers for transferring funds between your **consumer** Linked Accounts at the Bank and registered **consumer** accounts at other financial institutions.
- If you are a business customer, you agree that you will only register eligible non-Bangor Savings Bank accounts owned by you and maintained under the same tax identification number, or for which you otherwise have the authority to transfer funds, and that you will only use External Transfers for transferring funds between your **business** Linked Accounts at the Bank and registered **business** accounts at other financial institutions.

b. Types of External Transfers

External Transfers may be either Inbound Transfers or Outbound Transfers.

- An Inbound Transfer moves funds from your registered account at another financial institution into one of your eligible Linked Accounts at the Bank.
- An Outbound Transfer moves funds from one of your eligible Linked Accounts at the Bank to your registered account at another financial institution.

c. Scheduling External Transfers

External Transfers can be scheduled (or initiated) on either a one-time basis or a recurring basis. One-time transfers may be scheduled to be sent immediately or scheduled to be sent on a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. One-time future-dated or future recurring transfers scheduled for a weekend or a non-Business Day will be processed on the next Business Day. All other one-time future-dated and recurring transfers will be processed at the end of the Business Day requested. The delivery date of External Transfers is governed by the terms

and conditions on the Bangor Service's site.

d. Cut-Off Time

The cut-off time for all External Transfers, is 1:00 AM ET.

e. When Transfers are Debited and Credited to Your Accounts

- Transfers Initiated *Before* Cut-Off Time: Funds involving a Bank Account will be debited the same Business Day you initiate the transfer; funds involving a non-Bangor Savings Bank account will be debited the third Business Day. All funds will be credited by the third Business Day after you initiate the transfer.
- Transfers Initiated *After* Cut-Off Time: Funds involving a Bank Account will be debited the same Business Day you initiate the transfer; funds involving a non-Bangor Savings Bank account will be debited the third Business Day, with Business Days beginning the next Business Day. All funds will be credited on the third Business Day after you initiate the transfer.

f. Canceling Scheduled Transfers

Future-dated External Transfers (either one-time or recurring) can be canceled prior to midnight ET on the Business Day prior to the date the transfer is scheduled to be made. However, if the transfer's status is in-process or processed, you can no longer cancel it. NOTE: Immediate transfers cannot be canceled once the transfer has been processed. The easiest and most convenient way to cancel a transfer is to do so within the Bangor Online website. However, you may request to cancel a scheduled or recurring payment or a future-dated transfer by calling us at: 1.877.Bangor1 (1.877.226.4671), or write to us at: Deposit Operations, P.O. Box 930, Bangor, ME 04402-0930. We must receive your request at least three (3) Business Days before the transfer is scheduled for processing. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. If you call or write to cancel a transfer that is pending, you may be charged for a stop payment in accordance with the Account Agreement and Fee Schedule for the Linked Account. If you attempt to cancel a payment or transfer in accordance with the above instructions and we do not do so, we will be liable only for your direct losses or damages and in accordance with this Agreement.

g. Transfer Fees

For Inbound Transfers and Outbound Transfers, you may be charged a transfer fee in accordance with the Bank's Fee Schedule and/or as disclosed on the Bangor Online website.

h. Limitations on Transfers

External Transfers are subject to dollar limits that will be established by us from time to time. Limits on External Transfers are displayed to you on the External Transfer page of the Service site when you proceed to make an External Transfer.

The dollar limits apply to the total of all External Transfers of a specific type for all accounts.

Any transfer initiated on a day that is not a Business Day counts toward the applicable limit for the next Business Day. A transfer remains "In Process" until fully processed. Transfers initiated after the cut-off time typically remain In Process until the close of the 2nd Business Day after the transfer is initiated, and, for External Transfers initiated before the cut-off time, until the close of the next Business Day after the transfer is initiated. We may change your dollar limits at any time, without prior notice (other than any notice required by applicable law).

i. Disqualifying Events

You agree that we may reduce the dollar limits on transfers set forth in subsection (h), above, or terminate your eligibility to make future transfers (including canceling scheduled future transfers), in each case without prior notice (other than any notice required by applicable law), upon occurrence of a Disqualifying Event. In addition to the online terms and conditions applicable to External Transfers, each of the following is a "Disqualifying Event":

- Any of your Accounts with the Bank are not current or are not in good standing.
- You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Bank Account during the current or 3 prior calendar months.
- You have had any prior External Transfer involving accounts at other financial institutions canceled, revoked, or not

completed due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

- You attempt to use External Transfers to transfer funds between your eligible *consumer* Linked Accounts at the Bank with certain *non-consumer* accounts at other financial institutions, or to transfer funds between your eligible *business* Linked Accounts at the Bank with certain *non-business* accounts at other financial institutions.

IV. BILL PAYMENT AND PRESENTMENT SERVICES

a. General

The Bill Payment Service, or Bangor BillPay, allows you to schedule bill payments through the Internet. Bangor BillPay is offered through the Bank's third party service provider, CheckFree®. To use Bangor BillPay, you must be enrolled in Bangor Online, and you must separately sign up within Bangor Online for this feature. Sign up can be completed during Bangor Online registration or any time after access is granted. Additionally, you must have at least one active checking account or Benefit PromiseSM Account at the bank, be of at least eighteen (18) years of age and be a resident of the United States. This Agreement and the following additional terms and conditions shall also apply to your use of Bangor BillPay.

b. Bill Payment Definitions

"Bill Payment" is a payment that is initiated by you through Bangor BillPay to a Payee.

"Due Date" is the date reflected on your Payee statement for which the Bill Payment is due; it is not the late date or grace period.

"Payee" is the entity to which you wish a payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Payment Account" is the checking account or Benefit PromiseSM Account from which payments will be debited.

"Payment Instruction" is the information provided by you to the Bangor BillPay for a payment to be made to the Payee (such as, but not limited to, Payee name, Payee account number, and Scheduled Payment Date).

"Scheduled Payment" is a Bill Payment that has been scheduled through Bangor BillPay but has not begun processing.

"Scheduled Payment Date" (or "Pay Date") is the day you want your Payee to receive your Bill Payment and is also the day your Payment Account will be debited; if the Scheduled Payment Date falls on a non-Business Day, the Scheduled Payment Date will be considered to be the previous Business Day.

c. Information Authorization

Your enrollment in Bangor BillPay may not be fulfilled if Bangor BillPay cannot verify your identity or other necessary information. Through your enrollment, you agree that Bangor BillPay reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that Bangor BillPay reserves the right to obtain financial information regarding your account from a Payee or your financial institution (for example, to resolve payment posting problems or for verification).

d. Bill Payment Scheduling

When scheduling Bill Payments the next available Payment Delivery Date may vary depending on Payee as well as amount. Bangor BillPay will not permit you to select a Payment Delivery Date less than the required processing time for each Payee from the current date. If the Payee is capable of receiving electronic payments from Bangor BillPay the next available Payment Delivery Date may be as soon as the next business day. Additionally, Payees who receive electronic payments from Bangor BillPay may require payments over a certain amount to be delivered by other means; this amount is unknown to us and varies by Payee under agreement between the Payee and our third party BillPay service provider. If because of amount or the Payee is not capable of receiving electronic payments from Bangor BillPay the next available Payment Delivery Date will be at least five (5) business days from the current date. This processing time may increase at any time, without notice, and is subject to current USPS expected delivery times. When scheduling Bill Payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Payee statement unless the Due Date falls on a non-Business Day; if the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates should be prior to any late date or grace period.

e. BillPay Service Guarantee

Due to circumstances beyond the control of Bangor BillPay, particularly delays in handling and posting payments by Payees or financial institutions, some transactions may take longer to be credited to your account. Bangor BillPay will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the guidelines described under "Bill Payment Scheduling" in this Agreement.

f. Payment Authorization and Payment Remittance

By providing Bangor BillPay with account information of the Payee to which you wish to direct payments, you authorize Bangor BillPay to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, Bangor BillPay may edit or alter payment data or data formats in accordance with Payee directives. When Bangor BillPay receives a Payment Instruction, you authorize Bangor BillPay to debit your Payment Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize Bangor BillPay to credit your Payment Account for payments returned to Bangor BillPay by the United States Postal Service or Payee, or payments remitted to you on behalf of another user of Bangor BillPay. Bangor BillPay will use its best efforts to make all your payments properly. However, Bangor BillPay shall incur no liability and any service guarantee described in the "BillPay Service Guarantee" section of this Agreement shall be void if Bangor BillPay is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- (i) If, through no fault of Bangor BillPay, your Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft line of credit, No Return BenefitSM or available amount in a linked account;
- (ii) Funds in the Payment Account are subject to legal process or other encumbrance restricting the transaction;
- (iii) There is a system outage either with our system or that of the Service that prevents transactions from occurring;
- (iv) The Recipient's financial institution's system fails and we are unable to complete the transfer;
- (v) The payment processing center is not working properly and you know or have been advised by Bangor BillPay about the malfunction before you execute the transaction;
- (vi) If, through no fault of Bangor BillPay, a Payee that makes available to you split-payment functionality (in which your payment may be split and allocated in various ways that such Payee may offer) does not split and/or allocate the payment in accordance with your Payment Instruction;
- (vii) You have not provided Bangor BillPay with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
- (viii) Circumstances beyond control of Bangor BillPay (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and Bangor BillPay has taken reasonable precautions to avoid those circumstances.
- (ix) There may be other exceptions stated in our agreement with you.

Provided none of the foregoing exceptions are applicable, if Bangor BillPay causes an incorrect amount of funds to be removed from your Payment Account or causes funds from your Payment Account to be directed to a payee which does not comply with your Payment Instructions, Bangor BillPay shall be responsible for returning the improperly transferred funds to your Payment Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

g. Payment Methods

Bangor BillPay reserves the right to select the method in which to remit funds on your behalf to your Payee. These payment methods include, but are not limited to, an electronic payment, an electronic check payment, or a printed and mailed draft (check) payment.

h. Address or Banking Changes

It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers and email addresses. Changes can be made either within the application or by contacting customer service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. Bangor BillPay is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

i. Failed or Returned Transactions

In using the Bangor BillPay service, you are requesting us to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from Bangor BillPay. In such case, you agree that:

- (i) You will reimburse Bangor Savings Bank immediately upon demand the transaction amount that has been returned;
- (ii) For any amount not reimbursed to Bangor Savings Bank within fifteen (15) days of the initial notification, a late charge equal to 1.5% monthly interest or the legal maximum, whichever rate is lower, for any unpaid amounts may be imposed;
- (iii) You will reimburse Bangor BillPay for any fees imposed by your financial institution as a result of the return;
- (iv) You will reimburse Bangor BillPay for any fees it incurs in attempting to collect the amount of the return from you; and,
- (v) Bangor BillPay is authorized to report the facts concerning the return to any credit reporting agency.

You understand that Payees and/or the United States Postal Service may return payments to Bangor BillPay for various reasons such as, but not limited to, Payee's forwarding address expired; Payee account number is not valid; Payee is unable to locate account; or Payee account is paid in full. Bangor BillPay will use its best efforts to research and correct the returned payment and return it to your Payee or void the payment and credit your Payment Account. You may receive notification from Bangor BillPay.

j. Payment Cancellation Requests

For Bill Payments only, you may cancel or edit such Scheduled Payment by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once Bangor BillPay has begun processing any Bill Payment, it cannot be cancelled or edited; therefore, a Bangor BillPay stop payment request must be submitted.

k. Bangor BillPay Stop Payment Requests

Bangor BillPay's ability to process a stop payment request will depend on the Bill Payment method and whether or not a Bill Payment has cleared. Bangor BillPay may also not have a reasonable opportunity to act on any stop payment request after a Bill Payment has been processed. If you desire to stop any Bill Payment that has already been processed, you must contact Customer Service. Although Bangor BillPay will make every effort to accommodate your request, Bangor BillPay will have no liability for failing to do so. Bangor BillPay may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

l. Prohibited Payments

Payments to Payees outside of the United States or its territories are prohibited through Bangor BillPay.

m. Exception Payments

Tax payments and court ordered payments may be scheduled through Bangor BillPay, however such payments are discouraged and must be scheduled at your own risk. In no event shall Bangor BillPay be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by Bangor BillPay. Bangor BillPay has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted, or misdirected payments will be the sole responsibility of you and not of Bangor BillPay.

n. Payee Limitation

Bangor BillPay reserves the right to refuse to pay any Payee to whom you may direct a payment. Bangor BillPay will notify you promptly if it decides to refuse to pay a Payee designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

o. Disputes

In the event of a dispute regarding Bangor BillPay, you and Bangor Savings Bank agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and Bangor BillPay which supersedes any proposal or prior agreement, oral or written, and any other communications between

you and Bangor BillPay relating to the subject matter of this Agreement. If there is a conflict between what an employee of Bangor Savings Bank says and the terms of this Agreement, the terms of this Agreement will prevail.

p. Termination

In the event you wish to cancel Bangor BillPay, you may have the ability to do so through the product, or you may contact customer service via one of the following:

1. Telephone us at 1.877.Bangor1 (1.877.226.4671) during customer service hours; and/or
2. Write us at:

Bangor Savings Bank
P.O. Box 930, Bangor ME, 04402-0930
Attn.: Deposit Operations

Any payment(s) Bangor BillPay has already processed before the requested cancellation date will be completed by Bangor BillPay. All Scheduled Payments including recurring payments will not be processed once Bangor BillPay is cancelled. Bangor BillPay may terminate or suspend Bangor BillPay to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement. We may terminate your use of Bangor BillPay at any time subject to any notice required by law, for any reason. Bangor BillPay will be terminated automatically if your Payment Account is closed. If you terminate Bangor BillPay, it is your responsibility to cancel all future bill payments at the same time by deleting those payments through Bangor BillPay. This will ensure that future payments made by you will not be duplicated.

q. Fees

Customers are not assessed a fee for use of Bangor BillPay, except as may otherwise be disclosed by us from time to time in our Fee Schedule or other notice to you. Banking charges for other Accounts and services are also as published in the Bank's Fee Schedule and Truth in Savings brochure, and any/or any other applicable account documentation.

r. Bill Delivery and Presentment

This feature provides you with the ability to request to receive bills electronically from certain Payees, also referred to as Billers for purposes of this feature. It is your sole responsibility to contact your Payees directly if you do not receive your bills/statements. In addition, if you elect to activate one of Bangor BillPay's electronic bill options, you also agree to the following:

Activation – Upon activation of the electronic bill feature, Bangor BillPay may notify Billers, as applicable, of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills. We do not participate in this decision.

Authorization to obtain bill data – In some cases, we obtain the electronic bill from the web site of the Biller. Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to access the third party web site to obtain bill data from the Biller on your behalf, and you appoint us as your agent for this limited purpose. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification – Bangor BillPay will use its best efforts to present all of your electronic bills promptly. In addition to notification within Bangor BillPay, Bangor BillPay may send an email notification to the email address listed for your Account. It is your sole responsibility to ensure that this information is accurate. We take no responsibility if a Biller does not provide the necessary data to forward an electronic bill in a timely manner. In the event you do not receive notification, it is your responsibility to periodically log-on to Bangor BillPay and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Information provided to the Biller – Bangor BillPay is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, with the electronic Biller. Any changes will need to be made by your contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's

bill. Bangor BillPay may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about Bangor BillPay and/or bill information.

Cancellation of electronic bill notification – The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. Bangor BillPay will notify your electronic Biller(s) as to the change in status of your Account, and it is your sole responsibility to make arrangements for an alternative form of bill delivery. Bangor BillPay will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) – You agree to hold Bangor BillPay and the Bank harmless should the Biller fail to deliver your statement(s). We are not responsible for any late charges or other adverse consequences. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill – Neither Bangor BillPay nor the Bank is responsible for the accuracy of your electronic bill(s). The BillPay Service and the Bank are only responsible for presenting the information that Bangor BillPay receives from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail, or questions about your bill details, must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Payees.

V. STOP PAYMENT SERVICES (NON- BANGOR BILLPAY REQUESTS)

You may use the Bangor Online Service to initiate an electronic stop payment request for any check written on your Accounts, except for Bill Payments described in Section IV (hereinafter, “Non- Bangor BillPay Stop Payments”). You agree to provide all required information relating to Non- Bangor BillPay Stop Payments requests. If you fail to provide us with complete information or if the information you provide is incorrect, you agree that we shall not be responsible for any failure to stop payment on such item. You understand that if the stop payment request comes too late for us to have a reasonable time to act on it prior to paying, settling for, posting or becoming accountable for the check described in the request, then your Non-Bangor BillPay Stop Payments request shall be of no effect. You agree not to make a claim against us if the check is paid through inadvertence, accident, oversight or if we are required to pay such check by a holder in due course or if by reason of such payment, other items drawn on your Account(s) are returned insufficient. You agree to indemnify and hold us harmless from and against any and all losses, damages and expenses, including court costs and attorney’s fees, incurred by us due to our refusal of payment of any check or other item in accordance with your instructions. Unless otherwise provided in this Agreement, you may not stop payment of electronic fund transfers using the Bangor Online Service.

VI. OTHER TERMS AND CONDITIONS

a. Monthly Service Charge

Customers are not assessed a charge for use of the Service, except as may otherwise be disclosed by us from time to time in our Fee Schedule or other notice to you. Banking charges for other Accounts and services are also as published in the Bank’s Fee Schedule and Truth in Savings brochure, and/or any other applicable account documentation.

b. Other Charges

You should note that, depending on how you access the Service, you may also incur Internet service provider fees.

Additional fees may be assessed from time to time for features added to the Service. We may also charge a research fee if we research historical activity on your Account(s) as a result of an inquiry received from you. This fee will be waived if the Bank determines in its sole discretion that an error has occurred.

c. Service Availability

You may use the Service virtually any time of day or night, 7 days a week. However, you understand that the Service may be temporarily unavailable due to Bank record updating, technical difficulties or system maintenance. Access may also be disrupted because of power failures, or problems with the telephone lines or Internet service.

d. Canceling Your Bangor Online Service

Your access to the Service remains in effect until it is terminated by you or by the Bank. You may cancel your access to the Service at any time by notifying us of your intent to cancel in writing, through Bangor Online secure message, or by calling Bangor Savings Bank. This cancellation applies only to your access to the Service and does not terminate your Account(s).

We may terminate your access to the Service for any reason, at any time. We will try to notify you in advance, but we are not obligated to do so.

If you choose to cancel your access to the Service, any unprocessed transfers will be canceled. We recommend that you cancel any scheduled transfers prior to notifying us that you are discontinuing the Service. The Bank normally will cancel any scheduled transfers within two (2) Business Days from the date we receive your request to cancel your access to the Service. However, we are not responsible for transfers made pursuant to instructions received from you before your cancellation request was received.

If you close your Account(s), or if you no longer have any Linked Account(s), your access to the Service will automatically be discontinued, and the Bank reserves the right to cancel any unprocessed transfers at the time of such discontinuation of the Service.

e. Joint Accounts

When your access to the Service is linked to one or more jointly owned Accounts, we may act on the verbal, written or electronic instructions of any joint owner of those Accounts. Each owner of a Deposit Account is authorized to access all of the available funds held in that Deposit Account through the Service.

f. Changes to Agreement

We may amend or change this Agreement at any time. For example, we may add, delete or amend terms or services. We will notify you of such changes by mail, by electronic message or by posting on the Bank's website to the extent required by Applicable Law. If you access or use the Service after the effective date of a change, you will be deemed to have accepted the change.

g. Contact by Bangor Savings Bank or Affiliated Parties

No Bangor Savings Bank employee, or employee of any company affiliated with the Bank will contact you via email or phone requesting your Bangor Online ID or Password, or any other personal information. If you are contacted by anyone requesting this information, please contact us immediately at 1.877.Bangor1 (1.877.226.4671) or send us a secure message via the Bangor Online Service.

h. Electronic Mail

Because normal Internet email transmissions may not be secure, you agree to log into the Service 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 the Service.

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 report a lost or stolen ATM or debit card and/or Password, to report an unauthorized transaction from one of your 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.

i. Your Responsibilities

You are responsible for all transfers, payments, or other Online Transactions you authorize to be made using the Service. You also are responsible for keeping your Bangor Online ID, Password and enhanced log-in security confidential. We will not be liable, nor will we reimburse you, for any losses that arise from use by others of your Bangor Online ID or Password. If you permit any other person to use your Bangor Online ID, Password and enhanced log-in security to access the Service, you are responsible for any resulting transactions.

j. Limit on Our and Other Providers' Responsibilities

We agree to make reasonable efforts to ensure the full performance of the Service. We will be responsible for acting only on

those instructions that are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages or instructions you send. We are not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet service provider, your connection to the Internet, or caused by any browser software.

Our sole responsibility for an error in an Online Transaction will be to correct the error, but in no case will we be liable for any indirect, special, incidental or consequential damages.

BANK AND ITS SERVICE PROVIDERS AND AGENTS DO NOT MAKE ANY, AND EXPRESSLY DISCLAIM ANY, WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, WITHOUT BREACHES OF SECURITY OR WITHOUT DELAYS. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE LIABILITY OF BANK AND ITS SERVICE PROVIDERS AND AGENTS IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW.

k. Disclosure of Account Information

In accordance with the Bank's privacy policy, we will disclose information to third parties about your Account(s) or your Online Transactions:

- i. when it is necessary in order to complete transactions;
- ii. where it is necessary for activating additional services;
- iii. to verify the existence and/or condition of your Account(s) for a third party, such as a credit bureau or merchant;
- iv. to a consumer reporting agency for research purposes only;
- v. to comply with a government agency or court order or the request of a state or federal regulatory agency;
- vi. if you give us your permission; or
- vii. on a closed Account, if we believe you have mishandled it.

l. Hyperlinks

The Bank may elect to display one or more hyperlinks on its Service 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. The Bank specifically disclaims 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 the Bank's 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 website.

m. 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.

n. 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.

o. 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.

p. Entire Agreement

This Agreement, as may be amended by us from time to time, is the entire agreement between you and us regarding the Service and it supersedes any and all prior communications and prior agreements between you and us with respect to same.

VII. PROVISIONS APPLICABLE TO CONSUMER CUSTOMERS ONLY

a. Consumer Account Statements

We report your Online Transactions on the monthly statements for your Account(s). You agree to review your monthly statement promptly after you receive it or it is made available to you through Bangor Online 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 Deposit Accounts, including but not limited to savings accounts, money market deposit accounts, CDs and IRAs, will receive a quarterly statement if there is no EFT activity.

If you have a passbook savings account with us where the only possible type of EFTs are direct deposits, 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 was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

b. ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSACTIONS

i. Errors or Questions

Call us at 1.877.Bangor1 (1.877.226.4671), send us a secure message via the Bangor Online Service, or write to Deposit Operations immediately at P.O. Box 930, Bangor, ME 04402-0930 if you think:

- ii. your statement or transaction record is wrong, or
- iii. you need more information about a transaction listed on the statement.

In order to address questions or errors, we must hear from you no later than 60 days after the date the FIRST statement on which you think the problem or error appeared was sent or made available to you.

If you tell us verbally, we may require you to send us your complaint or question in writing or via email within 10 Business Days. When you contact us, please provide the following information:

- i. your name and Deposit Account number,
- ii. date and dollar amount of the transaction in question,
- iii. transaction number assigned by the Service if available,
- iv. description of the transaction about which you are unsure, and
- v. for a BillPay issue – the Payment Account number used to pay the bill, Payee name, date the payment was scheduled, payment amount, reference number and Payee account number for the payment in question.

Please explain as clearly as you can why you believe an error has occurred or why you need more information. We will tell you the results of our investigation within 10 Business Days after we hear from you, and we will promptly correct any error we have made. If we need more time, however, we may take up to 45 days to investigate your complaint or question. In this case, we will provisionally credit your Deposit Account within 10 Business Days 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 10 Business Days, we reserve the right to not credit your Deposit Account.

For errors involving point-of-sale transactions or for transactions taking place outside the United States (as applicable), the periods referred to above are 10 Business Days and 90 days instead of 10 Business Days and 45 days, respectively.

For errors involving transactions occurring within 30 days after the first deposit to a new Account, as defined by regulation, the periods referred to above are 20 Business Days and 90 days instead of 10 Business Days and 45 days, respectively.

For errors involving Debit Mastercard® transactions (as applicable), the periods referred to above are 5 Business Days and 45 days instead of 10 Business Days and 45 days, and 5 Business Days and 90 days instead of 10 Business Days and 90 days, respectively.

We will send you a written explanation within three (3) Business Days after we finish our investigation. If we decide 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.

ii. **Unauthorized Online Transactions**

Tell us AT ONCE if you believe your Bangor Online ID or Password has been stolen or compromised or if someone has transferred or may transfer money from your Account without your permission. The best way to minimize your loss is to call us IMMEDIATELY. The unauthorized use of your access to the Service could cause you to lose all of your money in your Deposit Accounts, plus any amount available under your overdraft protection plan, as available. If you tell us within two (2) Business Days after you learn of an unauthorized transaction, you can lose no more than \$50 if someone used your Bangor Online ID and/or Password without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the theft of your Bangor Online ID and/or Password, and we can prove that we could have stopped someone from using your Bangor Online ID and/or Password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows unauthorized Online Transactions, tell us IMMEDIATELY. If you do not tell us within 60 days after the statement was sent or made available to you, you may not get back any of the money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

To notify us, please contact us at 1.877.Bangor1 (1.877.226.4671). You may also write to Deposit Operations, P.O. Box 930, Bangor, ME 04402-0930.

When you give someone your Bangor Online ID or Password, you are authorizing that person to use your Service, and you are responsible for all Online Transactions the person performs using your Service. All transactions that person performs, even transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then transactions that person performs after the time you notify us are considered unauthorized, so long as we have had a reasonable opportunity to act on your notice. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. For your protection, you should sign-off after every Bangor Online session and close your browser to ensure confidentiality.

iii. **Our Liability If We Fail to Make Certain EFTs**

The following applies to EFTs by **consumers only**. If we do not complete an EFT to or from your Deposit Account on time or in the correct amount according to our agreement with you, we will be liable only for your actual losses or damages.

However, there are some exceptions to our liability to you. We will not be liable, for instance:

- i. If, through no fault of ours, you do not have enough available funds in your Deposit Account (or available credit under your overdraft line of credit, No Return BenefitSM or available amount in a linked account) to cover the transaction or transfer.
- ii. Funds in the Deposit Account are subject to legal process or other encumbrance restricting the transaction;
- iii. There is a system outage either with our system or that of the Service that prevents transactions from occurring;
- iv. The Recipient's financial institution's system fails and we are unable to complete the transfer.
- v. If the Service was not working properly, and you knew about the malfunction when you started the Online Transaction or transfer.
- vi. If circumstances beyond our control (such as telecommunication outages or interruptions, postal strikes, delays caused by payees, fire or flood) prevent the transaction or transfer, despite reasonable precautions that we have taken.
- vii. If you do not give proper, complete or correct Transfer Instructions, or you do not follow the procedures in this or any other Account Agreement with us for requesting such services.
- viii. If your Bangor Online ID and/or Password has been reported lost or stolen, or we have canceled your Bangor Online ID and/or Password, or the Service.
- ix. If we have reason to believe that you or someone else is using the Service for fraudulent or illegal purposes.
- x. If there are other exceptions stated in our Deposit Account Agreement with you.

VIII. PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS ONLY

a. Additional Security Procedures

You agree that the following additional security procedures govern your use of the Service when accessing your Accounts:

- You are liable for all transactions that you or any Authorized Users make or authorize, even if that person exceeds your authority. You will also be liable for all transactions by an Authorized User until you have notified us of the revocation of the Authorized User's authority, and we have had a reasonable time to act on such notice to block the affected Bangor Online ID and Password. You are also liable for any and all unauthorized use that occurs before you have notified us that your Bangor Online ID, Password, or other access means in your possession or control have been lost or stolen or used without your authority and before we have had a reasonable opportunity to act.
- Your use of the Service constitutes your agreement that our security procedures are commercially reasonable. You acknowledge and agree that the security procedures are not designed to detect errors in the content of instructions or transactions. You also understand and agree that the security procedures, even when properly implemented by us and by you, do not provide a guarantee against unauthorized access to information or unauthorized transactions. Accordingly, you agree to assume risks in connection with the establishment and/or use of the Service. Without limiting the generality of the foregoing, you agree that if account information is accessed, or if an instruction is made (such as a transfer or payment order), by a person using your Bangor Online ID and Password, we may treat that access request or instruction as being authorized by you (regardless of whether or not it was actually authorized by you), and you agree to be bound by any transactions implemented through those instructions.
- You represent and warrant to us that you have taken all action necessary to access and use the Service and that any resolutions, certifications, authorizations or other documents submitted to us in connection with the Service are true, accurate, completed and will be kept up to date. You, and each person you designate to use the Service on your behalf during enrollment or on other documents for the Service, as permitted by us, also represent and warrant to us that each person whose name is listed during the enrollment or on such other documents is duly authorized to bind the business in all transactions involving the Service. For any transaction involving the Service, we may act on the instructions of any persons we believe are authorized to act on your behalf.

You agree that any election you may make to change or waive security procedures recommended by the Bank are at your risk and that any loss resulting in whole or in part from such change or waiver will be at your expense. The Bank will not be liable to you for any losses that may result from your failure to follow these security procedures.

b. Additional Business Customer Responsibilities

You represent and warrant that you are not a "consumer" pursuant to the terms of the Electronic Funds Transfer Act and that you will not use the Service for personal, family or household purposes.

You accept as your sole responsibility the designation of other authorized users of the Service. We do not control access by you or any authorized user you designate to any Service. You will require any authorized user to comply with all provisions of this Agreement and all other applicable agreements. You acknowledge and agree that you are fully responsible for the failure of any such person to so comply. You are responsible for any payment, transfer and other Services and charges incurred by you and any authorized user, even if your authorization is exceeded.

To the extent not prohibited by law, you agree to indemnify and hold the Bank harmless upon demand from any loss, cost, damages or expenses (including without limitation attorneys' fees and expenses at trial and through appellate action) caused by the Customer's mistake, omission, or failure to exercise reasonable care or to comply with this Agreement or Deposit Account Agreement. You will also indemnify and hold the Bank harmless upon demand for any loss, cost, damages, consequences or expenses suffered as a result of any action brought by any third party against the Bank (including without limitation attorneys' fees and expenses at trial and through appellate action) relating to any action taken or not taken by the Bank in connection with this Agreement, unless the Bank shall ultimately be held to have acted with gross negligence or willful misconduct.

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.

If the Customer is a corporate entity, Customer hereby represents and warrants to the Bank that: (i) the Customer has full corporate power to enter into this Agreement and to carry out its obligations hereunder, (ii) the execution and delivery of this

Agreement has been duly and validly authorized by the Customer; (iii) any authorized users have been duly and validly authorized by the Customer to engage in the banking transactions and activities included in the Service; (iv) no other corporate acts or proceedings on the part of Customer will be necessary to authorize the performance of this Agreement; and (v) subject to applicable bankruptcy, insolvency and moratorium laws as well as principles of equity, this Agreement constitutes a valid and legally binding obligation of the Customer, enforceable against it in accordance with its terms.

c. Business Account Statements

You will continue to receive regular Account statements that describe all transactions for the Accounts, including the transactions that you have initiated through the Service. You acknowledge that there can be no guarantee of secure transmissions over the Internet and that the security procedures are reasonable. You are responsible for reviewing the transaction reports we provide on-line and in your monthly statements to detect unauthorized or suspicious transactions. In addition to any other provision hereof regarding authorization of transactions using the Service, all transactions will be deemed to be authorized by you and to be correctly executed sixty (60) days after we sent or made available to you a statement showing that transaction, unless you have provided written notice that the transaction was unauthorized or erroneously executed within that period. 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.

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

d. ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSACTIONS

i. Errors or Questions

Call us at 1.877.Bangor1 (1.877.226.4671), send us a secure message via the Bangor Online Service, or write to Deposit Operations immediately at P.O. Box 930, Bangor, ME 04402-0930 if you think:

- your statement or transaction record is wrong, or
- you need more information about a transaction listed on the statement.

We are going to need to know the following:

- Your business name and the Account number;
- A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need additional information;
- The dollar amount of the suspected error; and
- For a BillPay issue – the Payment Account number used to pay the bill, Payee name, date the payment was scheduled, payment amount, reference number and Payee account number for the payment in question.

We will tell you the results of our investigation within a reasonable time after we hear from you.

ii. Unauthorized Online Transactions

Notify us at once if you believe your Bangor Online ID or Password has been stolen or compromised. This will ensure the best protection of your Account(s) and avoid the possibility of unauthorized withdrawals. In addition, notify us at once if you believe someone has transferred or may transfer money from your Account(s) without your permission, or if you suspect any fraudulent activity on your account.

To notify us, please contact us at 1.877.Bangor1 (1.877.226.4671). You may also write to Deposit Operations, P.O. Box 930, Bangor, ME 04402-0930.

When you give someone your Bangor Online ID or Password, including someone other than an Authorized User, you are authorizing that person to use your Service, and you are responsible for all Online Transactions the person performs using your Service. All transactions that person performs, even transactions you did not intend or want performed, are authorized transactions. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. For your protection, you should sign-off after every Bangor Online session and close your browser to ensure confidentiality.