

eStatement Customer Agreement

In consideration of the e-Statement services (the "SERVICES") to be provided by Machias Savings Bank ("we", "us" or "BANK"), as described below and from time to time in information distributed by us to our customers, the undersigned ("CUSTOMER") hereby agrees as follows:

1. CUSTOMER requests and authorizes us to send notice via e-mail to CUSTOMER of the accessibility of periodic account statements in electronic format for CUSTOMER's designated accounts, in lieu of paper statements. Each statement made available through the SERVICES shall be available for viewing for 24 months following notice, and accessed via BANK'S MSB Online or MSB eCorp Internet banking services. CUSTOMER remains bound to all agreements applicable to CUSTOMER'S accounts and all other agreements with us, which agreements, as amended from time to time by us, are incorporated herein by reference.
2. CUSTOMER agrees to receive notice via e-mail of the accessibility of initial and periodic account disclosures in electronic format for CUSTOMER's designated accounts, in lieu of paper disclosures. Such disclosures shall be provided to CUSTOMER in a format that CUSTOMER can print and/or retain in accordance with the System Requirements specified below. Disclosures made available through the SERVICES shall be accessed via BANK'S MSB Online or MSB eCorp Internet banking services.
3. CUSTOMER may withdraw consent to receive electronic statements and disclosures from us. In order to withdraw consent, CUSTOMER must deliver 30 days prior notice to us as follows: (i) delivering a written, signed letter to Machias Savings Bank, Attn: Customer Service, PO Box 318, Machias, ME 04654; or (ii) contacting Customer Service by phone at (800) 339-3347. There are no fees associated with rescinding this agreement. However, we may charge additional fees for providing paper statements and disclosures and may limit the types of accounts available to CUSTOMER.
4. CUSTOMER may obtain a paper copy of an electronic disclosure or statement. To obtain a paper copy, CUSTOMER must make a specific request in writing to us using the address, or by using the telephone number, set forth in Section 3. Additional fees specified in BANK'S Schedule of Fees and Charges will apply to CUSTOMER's request for a paper copy.
5. CUSTOMER shall notify us immediately by calling Customer Service at (800) 339-3347 if CUSTOMER has difficulty accessing or retaining any electronic notice, statement or disclosure provided by us.
6. CUSTOMER shall maintain a valid and secure e-mail address with us and immediately notify us if such e-mail address changes by contacting Customer Service directly at (800) 339-3347 or by updating CUSTOMER's e-mail address using the MSB Online or MSB eCorp Internet banking services. We recommend that CUSTOMER use a personal e-mail address and not an e-mail address owned or accessible by another person (such as a work e-mail address).
7. To the fullest extent permitted by law, we shall not be responsible or liable for, and CUSTOMER shall defend, indemnify and hold us harmless against, all actions, costs, claims, losses, damages, and expenses, including attorneys' fees, arising out of:
 - Negligence by us in connection with the SERVICES.
 - Unauthorized access to the SERVICES or unavailability of the SERVICES.
 - The updating, modifying or replacement of CUSTOMER'S equipment, software or hardware to comply with System Requirements.
 - CUSTOMER's failure to comply with any of the terms or conditions of this Agreement.
8. CUSTOMER acknowledges the following system requirements for use of the SERVICES. ("System Requirements"):
 - Computer or mobile device with Internet access
 - Internet browser with 128-bit encryption
 - Online Banking access (MSB Online or MSB eCorp)
 - Personal e-mail address and, if viewing statements and disclosures in Portable Document Format (pdf), up-to-date Adobe Acrobat Reader software
 - Method for retaining statements and disclosures, such as a printer or electronic storage medium
 - An account with the BANK that is authorized and approved by BANK for use with MSB Online or MSB eCorp Internet banking services

CUSTOMER hereby certifies and warrants that its equipment, software, and hardware comply with and shall continue to comply with the System Requirements set forth above, as amended from time to time by us, for accessing and storing electronic statements and disclosures. Customer shall immediately notify us if at any time CUSTOMER does not comply with the System Requirements. In the event of any material changes in the System Requirements, we will provide prior notice to CUSTOMER and require consent to the new requirements.

9. The SERVICES are intended as a convenience to CUSTOMER only, and we may terminate use of the SERVICES at any time, with or without cause, upon 30 days prior written notice to CUSTOMER, consistent with the terms of CUSTOMER's applicable account agreement(s). In addition, we have the right to suspend or terminate the SERVICES at any time, with or without prior notice, for any of the following reasons: (i) termination or suspension of CUSTOMER's access to the MSB Online banking service, (ii) CUSTOMER'S breach or noncompliance with this Agreement or any other agreement with us, (iii) our reasonable belief that termination or suspension is necessary to prevent a loss by CUSTOMER or by us, (iv) we believe there has been a breach of security or unauthorized activity involving the SERVICES or a CUSTOMER account, (v) any event beyond our reasonable control including malfunction, natural disaster, governmental act, or act or omission by any third party, or (vi) as otherwise permitted or required by law. The obligations of CUSTOMER to us under this Agreement, including the obligations to indemnify and hold us harmless, shall survive this Agreement. This Agreement may be amended by us at any time.
10. THE SERVICES ARE PROVIDED TO CUSTOMER "AS-IS" AND "AS AVAILABLE", AND WE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS.
11. This Agreement shall be construed in accordance with and governed by the laws of the State of Maine, without regard to its conflict of laws provisions. No course of dealing between the parties shall operate as a waiver of either party's rights. No waiver shall be binding unless it is in writing and signed by a person authorized to execute such waiver on behalf of the waiving party.