

## **Machias Savings Bank**

### **Electronic Disclosure and Electronic Signature Agreement and Online Banking Terms and Conditions**

#### **Electronic Disclosure and Electronic Signature Agreement**

The Electronic Signatures in Global and National Commerce Act (ESIGN) requires your approval before we can provide services to you electronically. Please read this Electronic Records Disclosure and Agreement carefully and save or print a copy for your records.

**Terms** This Disclosure and Agreement (“Agreement”) is the contract which covers your and our rights and responsibilities concerning the service offered to you by Machias Savings Bank. The service permits you to electronically open a deposit account online, initiate account transactions involving your accounts, communicate with, and to electronically receive disclosures and records regarding your account(s) with Machias Savings Bank. In this Agreement, the words “you,” “your,” and “yours” mean those who request and use the service, including any joint owners or any person authorized to use your services. The words “we,” “us,” and “our” mean Machias Savings Bank. By using the service, each of you, jointly and severally, agree to the terms and conditions of this Agreement, and any amendments.

The terms of this Agreement are in addition to the terms of any deposit account agreements you have with us, including but not limited to the: a) Membership and Account Agreement; and b) Truth-in-Savings Disclosures, Funds Availability Policy, Privacy Notice and Electronic Fund Transfers Agreement and Disclosures (“Account Disclosures”), and any change of terms notices.

**Electronic Signature (e-Signature)** You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any agreement, acknowledgement, consent, terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to validate your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or resulting contract between you Machias Savings Bank. You understand and agree that your e-Signature executed in conjunction with the electronic submission of your application shall be legally binding and such transaction shall be considered authorized by you.

**Your Consent is Required** By enrolling, you are agreeing to receive documents electronically including disclosures and notices we may need to provide you, including, but not limited to: Membership and Account Agreement and Account Disclosures (as described above.)

**System Requirements** To receive the applicable disclosures electronically you must have an Intel-based computer with a Pentium or equivalent processor running any version of Microsoft Windows95, 98SE, ME, NT 4.0 with Service Pack 5, Windows 2000 or XP. You must have at least 64MB of memory or a MAC PC with PowerPC processor running Mac OS 8.6, 9.0.4, 9.1, or OS X with 64MB of RAM. Both options require access to the Internet with an email address and the capability of receiving downloads of up to 5MB. To read your disclosures, you will need to download a free copy of Adobe Acrobat Reader 5.0 or higher.

**Requesting Paper Copies of Disclosures** If, after consenting to receive applicable disclosures electronically you would like paper copies of those disclosures, we will send them to you at no charge. To request paper copies of the applicable disclosures for the electronic service you are enrolling in, contact us using the following information:

- E-mail: [customerservice@machiassavings.com](mailto:customerservice@machiassavings.com)
- Telephone: 1-866-416-9302

Postal mail: Machias Savings Bank, P.O. Box 318 Machias, ME 04654-0318

**Updating Your Personal Information** You are responsible for keeping your e-mail address updated. Any messages containing personal or confidential account information will be sent to the e-mail address you provide. You should keep us informed of any changes in your telephone number, mailing address, or e-mail address by contacting us using one of the methods listed above. If you wish to send secure e-mail, you must send it through the mailbox via Online Banking (you must have previously enrolled in this service to send secure e-mails. How to Withdraw Consent: You may withdraw your consent, at no charge, to receive communication in electronic form by e-mailing us at:

customerservice@machiassavings.com

or by writing to us at: Machias Savings Bank, P.O. Box 318 Machias, ME 04654-0318

### **Disclaimer of Warranties and Limits of Liability**

To the fullest extent permitted by law, Machias Savings Bank makes no warranties of any kind for the Services, either express or implied, including but not limited to, implied warranties of merchantability or fitness for a particular purpose. We do not warrant that the Services will be uninterrupted or error free, that defects will be corrected, or that our online banking site is free of viruses or other harmful components.

To the fullest extent permitted by law, Machias Savings Bank and its employees, officers, directors, Affiliates, agents, licensors, independent contractors or subcontractors, and third party service providers will not be liable to you for any loss, claim, injury, or damage arising out of your use of the Services, any failure of performance, delay, omission, interruption, defect, computer virus, or unauthorized interception of or access to your communications with Machias Savings Bank, even if we or any of our employees, officers, directors, Affiliates, agents, licensors, independent contractors or subcontractors, or third party service providers are aware of the possibility of such events.

In no event will Machias Savings Bank or any of our employees, officers, directors, Affiliates, agents, licensors, independent contractors or subcontractors, or third party service providers be liable to you for any incidental, consequential (including without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or service), special, indirect, or punitive damages, whether in an action under contract, negligence or any other theory, arising out of or in connection with this Agreement, the Services, or your inability to use the Services, even if advised of the possibility of such damages. The laws of some states may prohibit the limitation of liability for consequential or incidental damages. In those states, to the extent their laws apply, the limitation of liability with respect to consequential or incidental damages (or other damages specified by law in such states) may not apply.

Machias Savings Bank does not have to honor, in whole or in part, any transaction or instruction that: (1) is not in accordance with any term or condition of this Agreement or your Account Contract; (2) we have reason to believe may not be authorized by you or any Authorized Person; (3) involves funds or other property subject to a hold, dispute, restriction or legal process; (4) we believe would violate any risk control program of the Federal Reserve or the Office of the Comptroller of the Currency, or any applicable rule or regulation of any other federal or state regulatory authority; (5) is not in accordance with any other requirement of our policies, procedures, or practices; or (6) we have other reasonable cause not to honor.

In no event will Machias Savings Bank be liable for any failure of availability or performance due to scheduled system maintenance or circumstances beyond our control (such as power outage, computer virus, system failure, fire, flood, earthquake, or extreme weather).

### **Indemnification**

You agree to indemnify, defend, and hold Machias Savings Bank and its employees, officers, directors, Affiliates, agents, licensors, independent contractors or subcontractors, and third party service providers harmless from any and all third party claims, liability, damages, and/or costs (including but not limited to

reasonable attorneys' fees) arising from, or out of, your use of the Services, any fraud or breach by you of the terms of this Agreement, or your failure to comply with any applicable laws or regulations.

## **Internet Banking Terms and Conditions**

**Agreement** This Agreement a contract which establishes the rules that cover the electronic access to your accounts at Machias Savings Bank using MSB Online. By using MSB Online, you accept all the terms and conditions of this Agreement. Please read it carefully.

This Agreement is also subject to applicable Federal Laws and the Laws of the State of Maine. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. You may not assign this Agreement. This Agreement is binding upon your heirs and the bank's successors and assigns.

The headings in this Agreement are for convenience only and do not govern the meaning of this Agreement.

The terms and conditions set forth in this agreement are in addition to and do not by any means cancel or supersede any other agreements, disclosure, or signature cards that govern your deposits, loans or other business relationships with Machias Savings Bank.

**Privacy** Protecting the privacy of consumers is important to Machias Savings Bank and our employees. Our Privacy Policy is incorporated in this agreement, however you should review this policy located on our website at <http://www.machiassavings.bank>. You agree that you have read and understand our Privacy Policy.

### **Definitions**

The words in this Agreement:

- "We", "our", "us" and "MSB" refer to Machias Savings Bank.
- "You" and "your" refer to each person who has an interest or ownership in an account that is accessible through MSB Online, MSB BillPay or MSB Mobile.
- "Account" or "accounts" means your accounts at Machias Savings Bank.
- "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point of sale transactions, transfers to and from your Machias Savings Bank accounts using MSB Online.
- "MSB Online" refers to the services provided pursuant to this Agreement.
- "MSB BillPay" refers to the services provided pursuant to this Agreement.
- "MSB Mobile" refers to the services provided pursuant to this Agreement.
- "Business day(s)" are Monday through Friday, 8:00 AM to 5:00 PM, except for Saturday, Sunday and Bank Holidays.

**MSB Online Services** You can use MSB Online to check the balance of your MSB accounts, view your account histories, transfer funds between your MSB accounts, make stop payment requests, view check images and view statements.

**MSB Mobile** MSB Mobile banking is an optional add-on service to MSB Online banking. MSB Mobile banking provides users with access to limited online banking services via a mobile device. By enrolling in MSB Mobile banking, you agree to be bound by this agreement in its entirety as well as the service details and requirements outlined in the MSB Mobile Services section of this agreement.

### **MSB BillPay**

Users of the MSB BillPay system are subject to the Terms and Conditions set forth by CheckFree.

## Access

- You must have at least one account at MSB, your own necessary computer equipment, access to Internet service, web browsing software, and an e-mail address in order to use MSB Online. In order to use MSB BillPay, you must have the same items but in addition you must have a checking account at MSB.
- You agree that you are responsible for any and all installation, maintenance, and operation of your computer and your software.

## Hours of Access

MSB Online and MSB BillPay can be accessed seven (7) days a week, twenty-four (24) hours a day. Occasionally due to emergencies or scheduled maintenance, services may not be available. In the event that services may be unavailable for an extended period of time, we agree to notify you via the MSB website at [www.machiassavings.bank](http://www.machiassavings.bank).

**Enrollment** New users can contact a Financial Services Representative or Customer Service to obtain login information. Customer Service can be reached at 1-866-416-9302.

You will have access only to those accounts for which you are authorized.

Business customers must contact a financial services representative or Cash Management to complete the enrollment process. Business customers must also complete an applicable business resolution agreement.

**Multi-Factor Authentication** A dramatic rise in threats to security has prompted MSB to identify, analyze and enhance security processes. Multifactor authentication (MFA), the use of a second level of customer authentication in addition to the standard user ID and password, is one of the most effective ways to deter fraudulent online activity. Machias Savings Bank requires the use of multifactor identification in order to protect your account. This method allows the use of a Secure Access Code or Token in order to secure access to your account. Machias Savings bank reserves the right to require additional security methods at any time in order to secure online access to your account. For details on these security methods, you may consult the online help guide.

**Passwords** For security purposes, you are required to change your password upon your initial login to MSB Online. You determine what password you will use and the identity of that password. The password must contain no less than eight (8) and no more than seventeen (17) characters which are comprised of at least one (1) letter, including one (1) upper and one(1) lower case, and one (1) number. Passwords are case sensitive so be careful when entering upper and lower case characters that you remember how you originally entered the password for the next time you attempt to login. The password is not communicated to us.

- You agree that we are authorized to act on instructions received under your password.
- You accept responsibility for the confidentiality and security of your password.
- You agree to change your password on a regular basis.

Upon three unsuccessful attempts to use your password, your access to MSB Online will be revoked. To re-establish your authorization to use MSB Online, you must contact us to have your password reset or to obtain a new temporary password. You may contact a financial services representative or Customer Service at 1-866-416-9302 for assistance.

Your password should not be associated with any commonly known personal identification such as social security number, address, date of birth, and names of children. Your password should be memorized rather than written down.

**Security** You play an important role in preventing the misuse of your accounts through MSB Online or MSB BillPay.

- You agree that you are responsible for all transactions you authorize or make using MSB Online or MSB BillPay including those transactions that may be made unintentionally or inadvertently, and any losses, charges, or penalties that you may incur as a result.
- You agree that you are responsible for any transactions made by unauthorized persons using your Access ID and password.
- You agree to promptly examine your paper statement for each of your MSB accounts as soon as you receive it.
- You agree to protect the confidentiality of your account, account number, Access ID, password, and personal identification information such as your driver's license number and social security number.
- You understand that personal identification information by itself or together with information related to your account may allow unauthorized access to your account.
- Your Access ID and password are intended to prevent unauthorized access to your accounts.
- You acknowledge that we undertake no obligation to monitor transactions through MSB Online or MSB BillPay in determining that they are made on behalf of the account holder.
- You acknowledge that the Internet is inherently insecure, and that all data transfers, including electronic mail, occur openly on the Internet and can potentially be monitored and read by others.

Data that is transferred through MSB Online or MSB BillPay is encrypted in an effort to provide transmission security. Identification technology is used to verify that the sender and receiver of the transmissions can be appropriately identified by each other. In our efforts to ensure that MSB Online and MSB BillPay systems are secure, we cannot and do not warrant that all data transfers using these programs or any e-mail transmitted to and from us, will not be monitored or read by others.

### **Fees and Charges**

- You agree to pay the fees and charges as set forth in the current fee schedule for the use of MSB Online and MSB BillPay.
- You agree to contact us if you close your Primary Checking Account and immediately designate another in its place.
- You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement.
- You agree that you are responsible for telephone and Internet service fees you incur in connection with the use of MSB Online, MSB BillPay or MSB Mobile.

**MSB Online Alerts** We provide voluntary account Alerts. Account Alerts must be activated by you.

- Account Alerts allow you to choose alert messages for your accounts. 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 via e-mail at least 30 days in advance.
- Each Alert has different options and notification criteria available, and you will be asked to select from among these options upon activation of an alert. You can delete an alert at any time.
- Alerts are subject to the following:

- Alerts setup to notify via email will be sent to the email address you specify when creating the alert. If your email address changes, you are responsible for updating the alert with the correct information.
- You understand and agree that your alerts may be delayed or prevented by a variety of factors. We do our best 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.
- Because alerts are not encrypted, we will never include your full account number. However, alerts may include some information about your accounts. Depending upon which alerts you select, information such as your account balance or the due date for your loan payment may be included. Anyone with access to your email will be able to view the contents of these alerts.

**Wire Transfers** The bank may execute a call-back to the phone number listed on our records, before wire cut off time, to validate the authenticity of the wire transfer. If an validity of authenticity of the wire cannot be confirmed, the bank *may reserve the right* to require an in-person transfer be initiated..

Should the account number provided by customer be incorrect and the receiving bank credits the funds to an account other than the one held in the name of the beneficiary named by me that Machias Savings Bank will not be held liable. The wire transfer is irrevocable and that the sole obligation of Machias Savings Bank is to exercise ordinary care in processing this wire transfer and that it is not responsible for any losses or delays which occur as a result of any other party's involvement in processing this transfer. Customer agrees that this service shall not be used for the transfer of funds for the purpose of making or accepting bets or wagers for illegal internet gambling as defined under the Unlawful Internet Gambling Enforcement Act of 2006.

**MSB Mobile Services** Your enrollment in MSB Online includes optional access to enroll in and use MSB Mobile banking services. MSB Mobile banking allows you to access your accounts via a mobile device such as a cell phone. MSB Mobile banking requires a mobile device with Internet access and text messaging capabilities to operate. There are no fees charged by Machias Savings Bank for using this service but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging, imposed by your communication services provider. Additionally, you agree that we may send any alerts or MSB Mobile banking messages through your communication services provider in order to deliver them to you and that your communication services provider is acting as your agent in this capacity. You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You agree to provide a valid mobile phone number, communication services provider (carrier), and MSB Mobile banking PIN during the enrollment process. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

You may use MSB Mobile banking to perform balance and transaction inquiries, transfer funds between your eligible Machias Savings Bank accounts (internal transfer), and access your MSB Billpay account to initiate bill payments. We may also limit the type, frequency and amount of transfers for security purposes and may change or impose limits without notice, at our option.

We may offer additional MSB Mobile banking services and features in the future. Any added mobile banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new mobile banking service or feature is added or at the time of enrollment for the feature or service if applicable. From time to time, we may amend these terms and modify or cancel the mobile banking service we offer without notice, except as may be required by Law. In order to properly use Mobile

Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. You also accept responsibility for making sure that you know how to properly use your mobile device. We may modify the Services from time to time in our sole discretion. In the event of any modifications, you are responsible for making sure you that you understand how to use MSB Mobile banking as modified. We will not be liable to you for any losses caused by your failure to properly use the Services or your mobile device.

You represent that you are an authorized user of the mobile device you will use to access Mobile Banking. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using MSB Mobile banking. You agree not to leave your mobile device unattended while logged into MSB Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide any of your access information to any unauthorized person. If you permit other persons to use your mobile device, login information, or any other means to access MSB Mobile banking, you will be held responsible for any transactions they authorize and we will not be liable for any damages resulting to you. We make no representations that MSB Mobile banking will be available for use in locations outside of the United States. Accessing MSB Mobile banking from locations outside of the United States is at your own risk.

You agree to notify us immediately if you lose, or change or cancel the number of, your enrolled mobile device. If you believe that someone may have unauthorized access to your MSB Mobile banking, you agree to cancel your MSB Mobile banking associated with the device immediately.

**Change in Terms** We may change any term, condition, fee, charge, or provision of this Agreement at any time. Changes that would increase the liability to you such as increased fees for any of our online services, fewer types of available electronic fund transfers, or the frequency of transfers or the dollar amount, we agree to provide you at least 30 days advanced notice by postal mail before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system.

If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you by e-mail of the change in terms within 30 days after the change becomes effective. Your continued use of MSB Online, MSB BillPay or MSB Mobile indicates your acceptance of the change in terms, unless you notify us in writing within ten (10) days of receiving the notice that you reject these changes and close your accounts with us. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

**Periodic Statements** Transactions completed through MSB Online, MSB Mobile, or MSB BillPay will appear on their respective accounts periodic statements you currently receive from MSB.

You will not receive a periodic statement in connection with any passbook savings or passbook certificate of deposit account.

You agree to notify us promptly if you change your address.

**Limits on Amounts and frequency of MSB Online, MSB BillPay or MSB Mobile Transactions**  
**The number of transfers made from an MSB account is limited to the terms of the applicable deposit agreement and disclosure for those accounts. You may make an unlimited number of withdrawals from your savings and money fund accounts in person, by mail, at ATM's, or by telephone if the withdrawal is mailed to you in a check.**

Only six (6) preauthorized or automatic transfers from your money fund or statement savings accounts may be made during each statement period. Telephone transfers and point of sale transactions are automatic transfers.

**Posting of Transfers** Transfers initiated through MSB Online:

- Before 8:00 p.m. (Eastern Time) will be posted to your account the same day.
- After 8:00 p.m. (Eastern Time), on a Saturday, on a Sunday or a Banking Holiday will be posted to your account on the next business day.

**Overdrafts (Order of Payments, Transfers, and other Withdrawals)** It is your responsibility to ensure that you have enough available funds or credit in an account that you wish us to make a payment or transfer from. If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

- Transfers involving currency disbursements will have priority;
- Transfers initiated through MSB Online, MSB BillPay or MSB Mobile which would result in an overdraft of your account may, at our discretion, be cancelled;
- Transfers initiated through MSB Online, MSB BillPay or MSB Mobile which would result in an overdraft of your account and are not cancelled, may be assessed overdraft charges as listed in the deposit agreement/disclosure for that account.

You agree to reimburse us if we complete a payment or transfer that you make or authorize and later learn that you have insufficient funds to cover the transaction. You further agree that we may reverse the transaction or offset the shortage with funds from any other deposit account (s) you may have with us to the extent permitted by the applicable law and the terms of any other relevant Account Agreements.

**Our Liabilities for Failure to Make Transfers** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your actual losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transaction or transfer;
- If the transaction would exceed the credit limit on your MSB Moneyline Overdraft Credit account (if you have one) or the credit limit of any account subject to this agreement;
- If your account is not in good standing, closed, or has been frozen;
- If a hold has been placed on deposits in an account that you wish to transfer funds from, you cannot transfer the allowed portion of the funds held until the hold expires;
- If we reverse the transaction or transfer because of insufficient funds;
- If any electronic terminal, telecommunication device or any part of the MSB Online, MSB Mobile, or MSB BillPay system was not working properly and you knew about the problem when the transaction was started;
- If any system you use including your browser, internet service provider, financial management software, or any equipment you may use to access MSB Online, MSB Mobile or MSB BillPay malfunctions or is misapplied;
- If you obtain a computer virus;



- If you have not properly followed the on-screen instructions for using MSB Online, MSB Mobile, or MSB BillPay;
- If circumstances beyond our control (such as fire, electrical outages, postal strikes, delays caused by the payee, or flood) prevent the transaction, despite reasonable precautions that we have taken;
- If you or anyone you allow, commits fraud or violates any law or regulation;
- If court order or other legal process prevents us from making a transaction.

There may be other exceptions to liability stated on our account agreement with you.

**Stop-Payment Requests** Placing a stop-payment on a paper check is different from the cancellation of a bill payment. Because it has been paid electronically, once a bill payment has been debited from your account, you **CANNOT** cancel or stop it.

You may initiate stop-payment requests for *paper checks* you have written on your MSB accounts through MSB Online as well as by phone, mail or in person if the item has not already been presented.

- Stop payments will be effective for 6 months, and you will be charged a fee for any stop payment request unless otherwise agreed.
- Each continuation of a stop payment request will be treated as a new request for the purpose of fee assessment.
- We will not be responsible for any liability which we might otherwise incur if we pay an item upon which you have requested a stop payment.
- You also agree that if we return any other item drawn by you due to non-sufficient funds which situation is caused because we have paid an item upon which you have request a stop payment, we will not be liable for such action.
- You understand that we may accept the stop payment request from any of the joint owners of the account regardless of who signed the check. Only the person who initiated the stop payment may make a release of the stop payment order.
- You will incur stop-payment charges as disclosed in the current fee schedule for the applicable account.

**Error Resolution** If you note errors or have questions about your Electronic Transactions, telephone us at:

1-800-339-3347  
or 1-866-416-9302  
or write us at:  
Machias Savings Bank  
P.O. Box 318  
Machias, ME 04654-0318

as soon as you can, if you think an error has occurred, or if you need more information about a transaction listed on your paper statement or receipt. We must hear from you no later

than 60 days after we sent the FIRST paper statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.
4. If the suspected error relates to a bill payment made through MSB BillPay Service, tell us the account number used to pay the bill, payee name, the date the payment was sent, payment amount, ID number, and the payee account number for the payment in question.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will recredit your account within ten (10) business days (five (5) business days for Debit Card) 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 to put your complaint or question in writing and we do not receive it within ten (10) business days we may not recredit your account. (Note: If your complaint or question involves an electronic fund transfer resulting from the use of a MSB Cash Card in a point-of-sale transaction, or at a place outside the United States, then the 10-day period will be extended to 20 business days, and the 45-day investigation period will be extended to 90 days. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

If we fail to resolve the problem, write a letter detailing the problem and the resolution you are seeking to:

Bureau of Financial Institutions  
36 State House Station  
Augusta, ME 04333-0036

To file a complaint electronically, you may contact the Bureau of Financial Institutions at the following Internet address: [http://www.state.me.us/pfr/bkg/bkg\\_consumer.htm](http://www.state.me.us/pfr/bkg/bkg_consumer.htm)

The Bureau of Financial Institutions will promptly acknowledge receipt of your complaint and investigate your claim. You will be informed of the results of the investigation.

**Consumer Liability for Unauthorized Transactions** This section explains your liability for unauthorized transactions.

Tell us **AT ONCE** if you believe your password has been lost, stolen, used without your authorization, otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. Telephoning Customer Service at 1-866-416-9302 is the best way of keeping your possible losses down. You could lose all the money in your account plus the maximum amount of your Moneyline Overdraft Protection (if you have one). If you contact us within two (2) business days after discovering the loss, you can lose no more than \$50.00 if someone used your password without your permission.

If you **DO NOT** tell us within two (2) business days after you learn of the loss, theft, compromise or unauthorized use of your password, and we can prove we could have stopped someone from using your password to access your accounts without your permission if you had told us, you could lose as much as \$500.00.

Also, if your paper statement shows transfers that you did not authorize, tell us at once. If you do not tell us within 60 days after the paper statement was mailed to you, you may not get back any 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 a hospital stay) kept you from telling us, we may extend the time periods.

**Disclaimer of Warranty and Limitation of Liability** We make no warranty of any kind, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the MSB Online, MSB Mobile, or MSB BillPay Services provided to you under this Agreement. We do not and cannot warrant that MSB Online, MSB Mobile, or MSB BillPay will operate without errors, or that any or all MSB Online, MSB Mobile or MSB BillPay Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that our officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to MSB Online, MSB Mobile, or MSB BillPay, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of Machias Savings Bank and its affiliates exceed the amounts paid by you for the services provided to you through MSB Online, MSB Mobile, or MSB BillPay.

**Your Right to Terminate** You may cancel your MSB Online, MSB Mobile, or MSB BillPay service at any time by providing us with written notice by mail, e-mail, fax, or by calling 1-866-416-9302. Your access to MSB Online, MSB Mobile, or MSB BillPay will be suspended within 3 business days of our receipt of your instructions to cancel the service. This termination will only affect your MSB Online, MSB Mobile, or MSB BillPay services and does not terminate any other agreements you may have with us. You will remain responsible for any and all outstanding fees and charges incurred prior to the date of cancellation.

- You authorize us to continue making transfers you have previously authorized until we have had a reasonable opportunity to act upon your termination notice.
- You also agree that upon termination of either or both services, by us or by you, that you will cancel all automatic and or recurring transfers you have previously authorized and if you fail to do so that you are responsible for such payments.

**Our Right to Terminate** You agree that we can terminate or limit your access to MSB Online, MSB Mobile, or MSB BillPay Services for any of the following reasons:

1. Without prior notice, if you have insufficient funds in any one of your Machias Savings Bank accounts. MSB Online services may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Upon 3 business days notice, if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account if using MSB BillPay.

3. Upon reasonable notice, for any other reason in our sole discretion.

We reserve the right to deny any further payments or transfers from your account(s) pursuant to the Agreement, including payments or transfers you have previously authorized.

**Assignment** Machias Savings Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party.

**Disclosure of Account Information** We will not disclose information to third parties about your accounts or about you without your permission, however, we may disclose information:

- When it is necessary to complete transfers or transactions or to send notice of dishonor or nonpayment;
- To our accountants;
- To bank regulators;
- To exchange, in the regular course of business, credit information with other banks, financial institutions, or commercial enterprises, directly or through credit reporting agencies; (Under the Fair Credit Reporting Act you have the right to make sure that your credit bureau reports are correct and accurate.)
- To advise third parties of accounts closed for misuse;
- To furnish information to the appropriate law enforcement authorities when we reasonably believe we have been the victim of a crime;
- To comply with government agency or court orders, or to furnish any information required by statute;
- To furnish information about the existence of an account to a judgment creditor of yours who has made a written request for such information;
- When we are attempting to collect an obligation owed to us;
- Or unless otherwise prohibited by law.

In addition, you understand and agree that we may, from time to time, request and review credit reports and other information about you prepared by credit reporting agencies or others.

**Our Right of Offset** You acknowledge that we may (without prior notice and when permitted by law) set-off the funds in your account against any due and payable debt owed to us by you now or in the future. If the account is held jointly, we may offset funds for the debt of any on or all of the joint owners. We will notify you if we exercise our right to offset.

**Legal Action** If we initiate legal action to collect money owed to us under this agreement, including any counterclaim, you agree to pay all our reasonable costs for such action. This provision does not apply to any action in connection with any credit account. In such cases, the credit agreement will govern these costs.

### **Communications between Machias Savings Bank and You**

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

**Telephone** You can contact Customer Service by telephone at 1-866-416-9302

**Facsimile** You can contact us by fax at 207-255-9340

**Postal Mail** You can write to us at:

**Machias Savings Bank**

**Customer Service  
4 Center Street  
P.O. Box 318  
Machias, Maine 04630-0318**

**In Person** You may visit us in person at any one of our locations.

**Internet Banking Fee Schedule**

**MSB Online** The MSB Online system allows you to check account balances, transfer funds between accounts, view account histories, make stop payment requests, download account activity in electronic format, purchase savings bonds, re-order checks, and request address changes. **There is no charge for MSB Online.** If you request a stop payment, you will be charged a stop payment fee.

**MSB Mobile** There are no fees charged by Machias Savings Bank for using this service but you are responsible for any and all charges, including, but not limited to, fees associated with text messaging, imposed by your communication services provider.

**MSB BillPay** MSB BillPay requires maintenance of a Machias Savings Bank checking account. There may be fees associated with the checking account. There are no fees associated with the BillPay service.

**Online Banking Services: Business Account Holders Only**

The following additional disclosures and agreements are applicable to business account holders only.

**User Administration** The business account holder is solely responsible for setting up and maintaining users for online banking. Any access allowed for that user is at the sole liability of the business owner. Each user shall be entitled to such access, whether or not such person is named in any particular Account documentation as an "Authorized Representative" or "authorized signer" or whether such person is otherwise authorized to sign on a particular Account, but the business account holder is solely responsible for the transactions that the user performs.

Business Entity is liable for all transactions that Business Entity or any Authorized Users make or authorize, even if that person exceeds Business Entity's authority. Business Entity will also be liable for all transactions by an Authorized User until Business Entity has notified Bank of the revocation of the Authorized User's authority, and Bank has had a reasonable time to act on such notice to block the affected online or user ID and password.

Business Entity is also liable for any and all unauthorized use that occurs before Business Entity has notified Bank that Business Entity's online or user ID, password, or other access means in Business Entity's possession or control have been lost or stolen or used without Business Entity's authority and before Bank has had a reasonable opportunity to act.

**Personal and Business Account Accessible with One User ID** Allowing access between personal and business Accounts via a single user ID, password and any associated access or security devices is provided for the account holders convenience only and does not limit or affect any existing agreements between the undersigned and Bank that may, for example, restrict the use of loan proceeds, prohibit commingling of business and personal funds, or otherwise. It is explicitly understood that the terms of any such existing agreements shall continue to bind the parties to this Agreement.

Personal and business funds shall not be commingled; that Individual will not authorize any transfer of funds from Individual's Accounts to any business Account other than a transfer of funds actually due and owing to Business Entity on account of Individual's obligation to Business Entity; and that Individual will not permit the transfer of any funds owned by Individuals for personal, family or household use to any Account owned by Business Ent

Business Entity represents and warrants that Business Entity is not a "consumer" pursuant to the terms of the Electronic Funds Transfer Act and that Business Entity will not use the Services for or with any Account(s) established primarily for personal, family or household purposes.

Business Entity accepts as Business Entity's sole responsibility the designation of other authorized users of the Services. Bank does not control access by Business Entity or any authorized user that Business Entity designates to any Services. Customer will require any authorized user to comply with all provisions of this Agreement and all other applicable agreements. Business Entity acknowledges and agrees that Business Entity is fully responsible for the failure of any such person to so comply. Business Entity is responsible for any payment, transfer and other Services and charges incurred by Business Entity and any authorized user, even if Business Entity's authorization is exceeded.

To the extent not prohibited by law, Business Entity agrees to indemnify and hold 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 Business Entity's mistake, omission, or failure to exercise reasonable care or to comply with this Agreement or deposit account agreement. Business Entity will also indemnify and hold 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 Bank (including without limitation attorneys' fees and expenses at trial and through appellate action) relating to any action taken or not taken by Bank in connection with this Agreement, unless Bank shall ultimately be held to have acted with gross negligence or willful misconduct.

If Business Entity is or includes a corporate entity, Business Entity hereby represents and warrants to Bank that: (i) Business Entity 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 Business Entity; (iii) any authorized users have been duly and validly authorized by Business Entity to engage in the banking transactions and activities.

### **Automated Clearing House and Wire Transfers**

#### **ACH**

Business Entity may use the Service to initiate and transmit credit and debit Entries with certain Standard Entry Class ("SEC") Codes, including PPD, PPD+, CCD, CCD+ and CTX. Bank reserves the right to restrict Customer's use of any SEC Code type, and Bank may reject any Entry or group of Entries that includes an unauthorized SEC Code. Bank also may suspend or terminate Customer's use of one or more SEC Codes at any time in Bank's sole and exclusive discretion. Customer agrees to initiate Entries described herein in accordance with the requirements of and in compliance with its responsibilities, representations and warranties as an Originator under the *NACHA Rules*.

Business Entity specifically and without limitation indemnifies Bank for any losses to or liabilities of Bank arising because any transfer occurring under this Agreement. Business Entity represents and warrants that, with respect to each and every ACH transaction initiated by Business Entity that affects Individual's Accounts, as applicable, Business Entity has obtained all required consumer consents and authorizations in the form and content required under the National Automated Clearing House Association ("NACHA") rules, regulations and policies. Customer and Bank shall comply with the Security Procedures set forth in Customer's Master Agreement and/or incorporated

by reference in this Appendix, , and/or associated documents provided by Bank, as applicable, with respect to Entries transmitted by Customer to Bank (hereinafter, collectively, the “Security Procedures”). Customer acknowledges and agrees that such Security Procedures are a commercially reasonable method of providing security against unauthorized payment orders, and that Bank shall be deemed to have acted in good faith so long as it complies with such Security Procedures. Customer acknowledges that the purpose of such Security Procedures is to attempt to verify the authenticity of Entries transmitted by Customer and not to detect errors in the transmission or content of an Entry. No security practice or procedure for the detection of any such error has been agreed upon between Bank and Customer.

Customer is strictly responsible for establishing, implementing and maintaining and (as appropriate) updating its own appropriate and commercially reasonable security procedures (a) to safeguard against the unauthorized transmissions, and (b) relating to the initiation, processing and storage of Entries. Customer shall prevent and safeguard against unauthorized transmissions, disclosures and access to security-related items, including information associated with the transmittal of Entries, such as security procedures, instructions, passwords and user identifications, and systems and equipment that interface with, connect to or allow access to Bank, its information, systems and equipment (hereinafter referred to collectively as “Security-Related Items”). Customer shall establish, maintain and enforce its own commercially reasonable security practices, techniques and procedures with respect to access to, storage and maintenance of Security-Related Items to safeguard against unauthorized transmissions and unauthorized access to Security-Related Items. Such practices, techniques and procedures shall be no less than the security-related requirements set forth in this Appendix and in the *NACHA Rules*.

As required by the *NACHA Rules* with respect to the protection of ACH information (non-public information, including financial information of Receivers and Customer’s customers, used to create, or contained within, an ACH Entry and any related addenda record), Customer shall ensure that its security policies, procedures and systems: (1) protect the confidentiality and integrity of the protected information; (2) protect against anticipated threats or hazards to the security or integrity of protected information until its destruction, and (3) protect against unauthorized use of protected information that could result in substantial harm to the Receiver/customer.

Customer acknowledges that Bank strongly recommends Customer’s use of “dual control” as an additional layer of security to the Service associated with Entries or files transmitted to Bank for processing. With dual control, a secondary authorization is utilized by Customer prior to releasing an ACH file, as further described in the Security Procedures.

Customer warrants that no individual will be allowed to initiate transfers without proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices and related instructions provided by Bank in connection with the Security Procedures and to restrict access thereto to Customer’s employees trusted with the duty to transmit Entries to Bank. If Customer suspects, knows, believes or has reason to believe that any such information or instructions have been known or otherwise accessed by unauthorized persons, Customer agrees to immediately notify Bank by phone, followed by written confirmation. The occurrence of unauthorized access shall not affect any transfers made in good faith by Bank prior to receipt of such notice and within a reasonable time period after notice is received to allow sufficient time for Bank to respond to such notice.

Bank may, from time to time, propose additional or enhanced Security Procedures for use with the Service. Customer understands and agrees that if it declines to use any such enhanced Security Procedures, it will be liable for any losses that would have been prevented by such Security Procedures. Notwithstanding anything to the contrary contained in this Appendix, if Bank believes immediate action is required for the security of Bank or Customer funds, Bank may initiate additional Security Procedures immediately and provide prompt subsequent notice thereof to Customer. IF

CUSTOMER ELECTS TO WAIVE OR OTHERWISE REJECT THE USE OF DUAL CONTROL AND/OR OTHER OPTIONAL, RECOMMENDED SECURITY PROCEDURES, CUSTOMER AGREES THAT SUCH WAIVER OR REJECTION IS AT CUSTOMER'S SOLE RISK, AND CUSTOMER SHALL BE RESPONSIBLE FOR ANY LOSS RESULTING IN WHOLE OR IN PART FROM SUCH WAIVER OR REJECTION. CUSTOMER FURTHER AGREES: (i) THAT BANK HAS OFFERED A COMMERCIALY REASONABLE MEANS OF SECURITY AS DESCRIBED IN THE ADDITIONAL SECURITY PROCEDURE(S) THAT CUSTOMER HAS WAIVED OR REJECTED THE USE OF; AND (ii) THAT ENTRIES OR FILES TRANSMITTED BY CUSTOMER BY WAIVING OR REJECTING THE SECURITY PROCEDURE(S) SHALL BE TREATED AS AUTHORIZED.

Bank will process, transmit and settle for credit and debit Entries initiated by Customer as provided in the *NACHA Rules* as in effect from at the time of transmission.

Bank will require payment of any amount due and payable to it by debiting the customers account or offsetting any other account the account holder has with bank. Customer agrees to irrevocably provide available funds in the Settlement Account for the total amount of all credit Entries submitted to Bank for processing or transactions will not be sent.

In the event the rate of unauthorized returns of Entries submitted by Customer exceeds the limits provided in the *NACHA Rules*, as the same may be amended from time to time, Bank will share the data with Customer and Customer will take immediate steps to revisit its authorization procedures to reduce the unauthorized return rate to comply with the *NACHA Rules* and shall further promptly prepare and submit a written plan and timeline to Bank noting Customer's intended plan to reduce unauthorized returns. Customer shall be responsible for any fines or fees levied against Bank by NACHA, the ACH Rules Enforcement Panel, and any regulatory authority having jurisdiction over Bank directly resulting from the rate of unauthorized returns of Entries submitted by Customer exceeding the limits provided in the *NACHA Rules*.

To the extent required by the *NACHA Rules* or applicable law, Customer will obtain all consents and written authorizations for all Entries in accordance therewith. Such authorizations and any related disclosures shall be in a form that complies with (i) all requirements of the *NACHA Rules* and (ii) all applicable federal and state laws and regulations, as the same may be amended from time to time, including, without limitation, any applicable requirements of Regulation E and the Federal Electronic Funds Transfer Act. Each Entry will be made according to such authorization and shall comply with the *NACHA Rules*. No Entry will be initiated by Customer after such authorization has been revoked or the arrangement between Customer and such Receiver or other party has terminated. Customer shall retain all consents and authorizations for the period required by the *NACHA Rules*. Customer will furnish to Receiver, or to Bank upon its request, an original or a copy of an authorization as required under or for any purpose required by the *NACHA Rules*. No investigation or verification procedure undertaken by Bank shall be deemed to limit or waive Customer's obligations

EXCEPT AS OTHERWISE PROVIDED IN THIS APPENDIX, CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK, AND THE SERVICE IS PROVIDED "AS IS," AND BANK AND ITS AGENTS DO NOT MAKE, AND EXPRESSLY DISCLAIM ANY, WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR THAT THE SERVICE 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.

**THIS WIRE TRANSFER SERVICE AGREEMENT** (hereinafter, this "**Agreement**") is incorporated by reference into the Business Online Banking Service Agreement by and between MACHIAS SAVINGS



BANK ("Bank") and the Customer. This Agreement applies to all wire and funds transfer services made available by Bank to Customer pursuant to this Agreement (hereinafter the "Service"). The Service must be used in conjunction with Bank's Business Online Banking Service, and this Agreement shall be construed consistently with the terms applicable to the Business Online Banking Service. Any deposit account established by Customer at and approved for use by Bank in connection with the Service shall be governed by Bank's Deposit Account Agreement. All capitalized terms used herein without definition shall have the meanings given to them in the parties. Except as otherwise expressly provided in this Agreement, to the extent that this Agreement is inconsistent with the provisions of the Online Banking Agreement, which includes the terms applicable to the Business Online Banking Service, or the Deposit Account Agreement, this Agreement and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict. This Agreement shall be effective when agreed upon in writing by both parties.

## **TERMS AND CONDITIONS**

**Service.** The Service described in this Agreement provides Customer with the capability to transfer funds from specific Deposit Account(s) to other accounts (the "Recipient Account(s)") as directed by Customer. The Recipient Account(s) may be Customer accounts or domestic-only (U.S.-based) or, where permitted by Bank from time to time, international (non-U.S.-based) third-party accounts and may be with Bank or with domestic or international third-party financial institutions. Customer may use the Service to initiate one-time wire transfers or for wire transfers made on a repetitive basis which involve use of a template and the same Customer Deposit Account and Recipient Account ("Repetitive Transfer(s)"). All wire transfers must be initiated by Customer and/or an Authorized User of Customer.

**Transfer Instructions and Transmission Methods.** Customer may instruct Bank to transfer funds from Customer Deposit Account(s) maintained at and approved for use with the Service by Bank. For purposes of this Agreement, such instruction (or "order") shall be initiated by Customer or an Authorized User by means of the Business Online Banking Service.

In order to transmit instructions via the Service, Customer must first agree to and transmit all instructions in accordance with all of the terms, conditions and security procedures applicable to the Service and set forth in Customer's Online Banking Agreement and/or incorporated by reference in this Agreement, and/or associated documents provided by Bank, as applicable, including any schedules associated therewith, as may be amended by Bank from time to time (collectively herein the "Security Procedures").

Customer's authority to initiate the wire transfer and to issue other directions and instructions associated with the wire transfer shall be conclusively presumed if the security procedures associated with the applicable transmission method are followed.

**Transactions Limits; Execution of Wire Transfers.** By submitting a wire transfer request, Customer authorizes and instructs Bank to withdraw the amount of any requested wire transfer, plus any applicable fees and charges, from Customer's designated Deposit Account. Subject to the terms of this Agreement, Bank will accept and execute a wire transfer received from Customer that has been authenticated by Bank and is in conformity with the Security Procedures, cut-off times, transaction limits and other requirements as described in this Agreement and any associated exhibits, the Set-Up Form(s) and other documentation. Bank will reject wire transfer orders that would cause Customer's transactions to exceed any daily transaction limit or any daily exposure limit established by Bank for Customer. Such daily transaction limit and the daily exposure limit may be modified from time to time upon request of Customer in accordance with Bank's rules and policies. Any change to such limits shall be in Bank's sole discretion. Customer shall, upon request by Bank from time to time, provide Bank with such financial information and statements and such other documentation as Bank reasonably determines to be necessary or appropriate regarding the financial condition of Customer as Bank may reasonably request to enable Bank to evaluate its exposure or risk. Any transaction, exposure or similar

limits established by Bank hereunder shall be made in Bank's sole discretion and shall be communicated promptly to Customer.

All wire transfers to accounts at other depository institutions are transmitted using the Fedwire funds transfer system owned and operated by the Federal Reserve Bank or via a similar wire transfer system used primarily for funds transfers between financial institutions, which may include a system provided by or through a Bank service provider.

Each wire transfer must include the following information in addition to any information which Bank may require for proper identification and security purposes: (i) Deposit Account number from which the funds are to be withdrawn, (ii) amount to be transferred, (iii) name and ABA routing number of the beneficiary's bank, and (iv) account name and account number of the beneficiary. In the event a wire transfer describes an account number for the beneficiary that is in a name other than the designated beneficiary, Bank may execute the wire transfer to the account number so designated notwithstanding such inconsistency.

Templates created via the Business Online Banking Service or other instructions for Repetitive Transfers that are based on and reflective of information provided by Customer are the sole and exclusive responsibility of Customer. Customer agrees to release and hold Bank harmless from any loss or liability (including reasonable attorney's fees) which Customer or Bank may incur after Bank has executed a Repetitive Transfer, including without limitation, any loss due to Customer error in creating the Repetitive Transfer template or instruction.

**Time of Execution - Domestic Wires.** Bank will execute each wire transfer request that is authenticated by and in conformity with all Security Procedures, cut-off times and other requirements set forth herein, on the Business Day received or on the Business Day requested by Customer if the wire transfer request is future-dated. Bank may require additional authentication of any wire transfer request. Bank reserves the right to reject a wire transfer request that cannot be properly authenticated. Cut-off times may be established and changed by Bank from time to time. Instructions for wire transfers received after such cut-off times may be treated by Bank for all purposes as having been received on the following Business Day.

Except for future-dated outgoing wire transfers, domestic outgoing wire transfers (U.S.-based receivers) initiated and approved by the cut-off time) on a Business Day will be processed that same day if that day is also a Business Day for Bank's correspondent facility and the recipient bank. Outgoing domestic wire transfers initiated and approved after the cut-off time will be processed the next Business Day if that day is also a Business Day for Bank's correspondent facility and the recipient bank. Future-dated domestic outgoing wire transfers will be initiated on the effective date requested by Customer, provided that date is a Business Day, not on the date Customer entered the transaction using the Service. Customer may submit a future-dated domestic wire transfer up to such period of time in advance of the effective date requested by Customer as the Service permits.

Bank may handle wire transfers received from Customer in any order convenient to Bank, regardless of the order in which they are received. If more than one wire transfer request is made at or about the same time and the Available Funds in the applicable Account do not cover all of such orders or requests, Bank may at its option execute as many of such orders or requests as possible within the dollar limits of such Available Funds.

**International / Foreign Wires.** When made available by Bank in its sole and exclusive discretion, international / foreign wire transfers (non-U.S. receivers) of U.S. currency, and of foreign currency, initiated and approved by Bank's cut-off time for such transfers on a Business Day, and an international wire transfer initiated and approved by the cut-off time for such transfers on a Business Day, will be processed within the industry standard delivery times of foreign wire transfers (in most, but not all

cases, two (2) Business Days). Foreign wire transfers may be subject to delays based on time-zone issues; the remote location of the recipient bank; cultural differences with respect to holidays and times of observation, etc.; and incorrect or incomplete information being supplied by Customer.

As applicable, Bank shall send Customer's authorized and authenticated wire transfers to foreign banks through any bank which is a member of Bank's correspondent network. Neither Bank nor any of Bank's correspondents shall be liable for any errors, delays or defaults in the transfer of any associated messages in connection with such a foreign wire transfer by any means of transmission. Unless otherwise approved by Bank in its sole discretion, international wire transfers may be made in U.S. currency only.

Bank makes no guarantee or representation as to the availability of funds at the foreign destination. Bank makes no express or implied warranty as to the time or date the wire transfer will arrive at the receiving bank, the amount of any fees to be charged by the receiving bank or any other correspondent or intermediary financial institution involved in the wire transfer, or the time or date the beneficiary will receive credit for funds.

Customer understands and acknowledges that if the named beneficiary does not match the account at the receiving bank, there is a risk the beneficiary may not receive the wired funds. If the transfer is not received or credited in a timely manner, Bank will follow normal and customary procedures to complete the wire transfer, determine the location of the wired funds and/or return the funds to Customer. If Bank is unable to determine that the funds have been credited to the beneficiary's account or have the funds returned, Customer assumes all financial liability or risk of loss for the amount of the wire transfer.

International wire transfers are subject to any and all applicable regulations and restrictions of U.S. and foreign governments relating to foreign exchange transactions. Bank has no obligation to accept any international wire transfer(s) directed to or through persons, entities or countries restricted by government regulation or prior Bank experience with particular countries. To the extent not otherwise prohibited by law, in connection with any international wire transfer(s) involving a transfer to or from any country outside of the U.S., Customer agrees to release and hold Bank harmless from any loss or liability which Customer may incur after Bank has executed the international wire transfer(s), including without limitation, any loss due to failure of a foreign bank or intermediary to deliver the funds to a beneficiary.

**Repetitive Transfers.** A Repetitive Transfer is a template-based transfer order that Customer intends to be made on a recurring, periodic basis to the same beneficiary and the same account at the same beneficiary bank, and for which only the date and dollar amount and any additional optional information vary. Upon set-up of a Repetitive Transfer, which may include the incorporation of a repeat code, Bank will transfer funds from Customer's Deposit Account(s) according to the instructions set forth by and/or for Customer within the Business Online Banking Service or otherwise in accordance with Bank's requirements and the Set-Up Form(s). For domestic and international Repetitive Transfers transmitted through the Business Online Banking Service, Repetitive Transfers must be authorized in accordance with the terms and conditions of the Business Online Banking Service and related service requirements. In the event Customer creates the Repetitive Transfer templates, Bank shall not be liable for any error in Customer's set-up or creation of any template. Modifications or deletions of Repetitive Transfers that were established via the Business Online Banking Service must be modified or deleted via the Business Online Banking Service prior to Customer's desired effective date of the change or deletion and/or in accordance with the requirements set forth within the Business Online Banking Service.

**Cancellation and Amendment of a Wire.** Customer may request that Bank attempt to cancel or amend a wire transfer request previously received from Customer. If a cancellation or amendment request is received by Bank before the wire transfer is executed and with sufficient time to afford Bank an opportunity to act upon Customer's request, Bank may, on its own initiative but without obligation, make a good faith effort to act upon such request. In the event Customer's cancellation or amendment request

is received after execution or without sufficient notice for Bank to act on Customer's wire transfer request, Bank will attempt to have the wire transfer returned. Notwithstanding the foregoing, Bank shall have no liability for the failure to effect a cancellation or amendment, and Bank makes no representation or warranty regarding Bank's ability to amend or cancel a wire transfer. Customer agrees to indemnify Bank against any loss, liability or expense (including reasonable attorney's fees) which Bank incurs as a result of the request to cancel or amend a wire transfer and the actions Bank takes pursuant to such request.

**Notice of Rejection or Return.** Bank shall have no liability for wire transfers sent by Bank as directed by Customer which cannot be completed or which are returned due to incorrect information furnished by Customer. Customer is required to fully complete beneficiary name and address, as beneficiary bank may elect to return an otherwise valid wire transfer for incomplete beneficiary information. Bank may reject or impose conditions that must be satisfied before it will accept Customer's instructions for any wire transfer, in its sole discretion, including, but not limited to, if there are insufficient Available Funds on deposit with Bank for the specified Deposit Account, if the transfer order that does not comply with the security procedures, if there is any inconsistency between a transfer order and information previously supplied to Bank, if Bank is unable to obtain confirmation of such transfer order satisfactory to Bank, if Bank believes that the wire transfer may not have in fact been authorized, or if Bank has other reasonable grounds not to honor the payment order. A wire transfer may also be rejected by an intermediary or beneficiary bank other than Bank, or by operation of law. If a wire transfer is rejected, Bank will endeavor to notify Customer promptly. If Customer wishes to elect a method of notification other than the method set forth above, Customer must obtain Bank's prior agreement thereto in writing. Upon rejection or return, Bank shall have no further obligation to act upon a wire transfer, nor shall Bank have any liability to Customer due to rejection by another person in the wire transfer process, or the fact that notice was not given or was not given at an earlier time, or within any specified time of receipt, acceptance, execution or payment of any wire transfer.

**Security Procedures.** Customer and Bank shall comply with the Security Procedures as applicable with respect to wire transfers sent by Customer to Bank. Customer acknowledges and agrees that the Security Procedures applicable to the Service are a commercially reasonable method of providing security against unauthorized wire transfers, and that Bank shall be deemed to have acted in good faith so long as it complies with such Security Procedures. Customer acknowledges that the purpose of such Security Procedures is to attempt to verify the authenticity of wire transfers sent by Customer and not to detect errors in the transmission or content of wire transfer. No security practice or procedure for the detection of any such error has been agreed upon between Bank and Customer.

Customer is strictly responsible for establishing and maintaining its own appropriate and commercially reasonable security procedures to safeguard against the unauthorized transmission of wire transfers to Bank. Customer shall prevent and safeguard against unauthorized transmissions, disclosures and access to security-related items, including information associated with the transmittal of wire transfers, such as security procedures, instructions, passwords and user identifications, and systems and equipment that interface with, connect to or allow access to Bank, its information, systems and equipment (hereinafter referred to collectively as "Security-Related Items"). Customer shall establish, maintain and enforce its own commercially reasonable security practices, techniques and procedures with respect to access to, storage and maintenance of Security-Related Items to safeguard against unauthorized transmissions and unauthorized access to Security-Related Items. Such practices, techniques and procedures shall be no less than the security-related requirements described in this Agreement or otherwise applicable to the Service.

Customer acknowledges that Bank strongly recommends Customer's use of "dual control" as an additional layer of security to the Service associated with wire transfer orders transmitted to Bank for processing. With dual control, a secondary authorization is utilized by Customer prior to releasing a wire transfer order to Bank, as further described in the Security Procedures.

Customer warrants that no individual will be allowed to initiate transfers without proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any passwords, codes, security devices and related instructions provided by Bank in connection with the Security Procedures applicable to the Service and to restrict access thereto to Customer's employees trusted with the duty to transmit wire transfer orders to Bank. If Customer suspects, knows, believes or has reason to believe that any such information or instructions have been known or otherwise accessed by unauthorized persons, Customer agrees to immediately notify Bank by phone, followed by written confirmation. The occurrence of unauthorized access shall not affect any transfers made in good faith by Bank prior to receipt of such notice and within a reasonable time period after notice is received to allow sufficient time for Bank to respond to such notice.

Bank may, from time to time, propose modified, additional or enhanced Security Procedures for use with the Service. Customer understands and agrees that if it declines to use any such modified, additional or enhanced Security Procedures, it will be liable for any losses that would have been prevented by such Security Procedures. Notwithstanding anything to the contrary contained in this Agreement, if Bank believes immediate action is required for the security of Bank or Customer funds, Bank may initiate modified, additional or enhanced security procedures immediately and provide prompt subsequent notice thereof to Customer.

IF CUSTOMER ELECTS TO WAIVE OR OTHERWISE REJECT THE USE OF DUAL CONTROL AND/OR OTHER OPTIONAL, RECOMMENDED SECURITY PROCEDURES, CUSTOMER AGREES THAT SUCH WAIVER OR REJECTION IS AT CUSTOMER'S SOLE RISK, AND CUSTOMER SHALL BE RESPONSIBLE FOR ANY LOSS RESULTING IN WHOLE OR IN PART FROM SUCH WAIVER OR REJECTION. CUSTOMER FURTHER AGREES: (i) THAT BANK HAS OFFERED A COMMERCIALY REASONABLE MEANS OF SECURITY AS DESCRIBED IN THE ADDITIONAL SECURITY PROCEDURE(S) THAT CUSTOMER HAS WAIVED OR REJECTED THE USE OF; AND (ii) THAT TRANSFER ORDERS TRANSMITTED BY CUSTOMER BY WAIVING OR REJECTING THE SECURITY PROCEDURE(S) SHALL BE TREATED AS AUTHORIZED.

**Compliance with Security Procedures.** If a wire transfer (or a request for cancellation or amendment of a wire transfer) received by Bank was sent in accordance with the Security Procedures applicable to the Service and thereby purports to have been transmitted or authorized by Customer, it shall be deemed effective as Customer's wire transfer (or request), even if the wire transfer (or request) was not authorized by Customer. If Bank accepted the wire transfer (a) in compliance with the Security Procedures with respect to such wire transfer, (b) in compliance with any written agreement or instruction of Customer restricting acceptance of wire transfer issued in Customer's name, and (c) in good faith, then Customer shall be obligated to pay Bank the amount of such wire transfer. If signature comparison is to be used as a part of a Security Procedure, Bank shall be deemed to have complied with that part of such procedures if it compares the signature received for a wire request or for a request for cancellation or amendment of a wire transfer with the signature of Customer or Customer's Authorized User as set forth in the Service's Set-Up Form(s) and, on the basis of such comparison, believes the signature to be that of Customer or such Authorized User.

If a wire transfer (or a request for cancellation or amendment of a wire transfer) received by Bank was actually sent or authorized by Customer, Customer shall pay Bank the amount of any such wire transfer, whether or not Bank complied with the Security Procedures applicable to the Service and whether or not that wire transfer was erroneous in any respect or that any such error would have been detected if Bank had complied with the Security Procedures.

**Accuracy; Inconsistency of Receiving Beneficiary Name and Account Number.** In submitting any wire request or related instructions, Customer shall be responsible for providing all necessary information required by Bank. Bank's Service is only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in an unintended transfer of funds. Bank bears no responsibility and shall not be liable to Customer for any information provided by Customer in a wire request or related instructions that is inaccurate,

incomplete or otherwise incorrect. Customer acknowledges and agrees that, in accordance with Article 4A of the UCC, Bank shall be entitled to rely upon the numbers supplied by Customer to identify banks, beneficiaries and other parties to the wire transfer, even if those numbers disagree or are inconsistent with the names of those parties as provided by Customer. Bank and any other receiving financial institution shall have no obligation to determine whether a name and number identify the same person or institution. Customer acknowledges that payment of a wire request or related instructions may be made by the beneficiary's bank on the basis of an identifying or bank account number even if it identifies a person different from the named beneficiary.

**Payment; Authorization to Charge Account.** Customer will compensate Bank for the Service in accordance with the fee section in the Online Banking Agreement or such other agreement(s) between Bank and Customer in effect from time to time that may apply to the Service. In connection with each wire transfer, Customer shall also pay Bank's online wire transfer fee as may be in effect at the time of such transfer. Bank shall be authorized to deduct its fees hereunder from any Deposit Account of Customer.

Customer agrees to pay Bank the amount of each transfer order received from Customer on the Business Day that Bank executes said order or at such other time as Bank may determine. Bank may, without prior notice or demand, obtain payment of such amount by debiting the Deposit Account designated in the Service's Set-Up Form(s). In the event there are not sufficient Available Funds in the Deposit Account, Customer's transfer order will be rejected. Customer agrees to at all times maintain a balance of Available Funds in Customer's designated Deposit Account sufficient to cover payment of Customer's obligations under this Agreement.

**Advices and Statements.** All wire transfers accepted by Bank (including wire transfers sent or received on behalf of Customer) will be reflected on Customer's Business Online Banking Service daily history and/or on Customer's periodic Deposit Account statement issued by Bank with respect to the Deposit Account(s) to or from which Customer's wire transfer was made. Customer agrees to monitor its use of the Service of the Online Banking Agreement.

**Refunds.** In the event that a beneficiary does not receive payment for the wire transfer and Customer is entitled to a refund, upon receipt by Bank of the returned funds, Bank will refund the amount to Customer less any expenses associated with the recovery. Bank will notify Customer of such a refund by telephone or in writing, in its discretion, as soon as reasonably practicable.

**Use of Correspondent Accounts.** A wire transfer may be executed through any one, or a series of, correspondent banks of the beneficiary's bank and of Bank in a manner deemed most appropriate and effective by Bank or by any other bank participating in the wire transfer.

**Bank Reliance; Authentication.** Bank shall be entitled to rely in good faith on communications it receives as being given or sent by an Authorized User and as being genuine and correct when made in accordance with this Agreement. Bank shall not be liable to Customer for the consequences of such reliance.

**BANK MAY TAKE SUCH ADDITIONAL STEPS AND IMPLEMENT SUCH PROCEDURES AS IT MAY DEEM APPROPRIATE TO VERIFY THE AUTHENTICITY OF ANY WIRE TRANSFER. BANK MAY DELAY THE EXECUTION OF ANY WIRE TRANSFER PENDING COMPLETION OF A CALL-BACK OR RECEIPT OF ANOTHER FORM OF VERIFICATION WHICH IS SATISFACTORY TO BANK. IF BANK IS UNABLE TO OBTAIN SATISFACTORY VERIFICATION, BANK, IN ITS SOLE DISCRETION, MAY REFUSE TO EXECUTE ANY WIRE TRANSFER.** In no event shall Bank be liable for any delay in executing a wire transfer or for failure to execute a wire transfer due to the absence of satisfactory verification.

Bank may electronically record any telephone conversations between Bank personnel and Customer, in accordance with applicable law.

Wire transfer transactions are subject to all of the foregoing and all regulations governing electronic transactions, including but not limited to Article 4A of the UCC.

**Bank Responsibilities.** In the performance of the Service addressed by this Agreement, Bank shall be entitled to rely solely on the information, representations, and warranties provided by Customer pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. Bank shall be responsible only for performing the Service as expressly provided for in this Agreement. Bank shall not be responsible for Customer's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or authorization of any instruction or transaction received from Customer or through Customer's Authentication Devices) or those of any other person, including without limitation any Federal Reserve Bank or transmission or communications facility, and no such person shall be deemed Bank's agent. Customer agrees to indemnify and defend Bank against any loss, liability or expense (including reasonable attorney's fees and expenses) resulting from or arising out of any claim of any person that Bank is responsible for any act or omission of Customer or any other person described.

Customer acknowledges and agrees that Bank's provision of the Service hereunder may be interrupted from time to time. Without limiting the generality of the foregoing, Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment or software error or malfunction, war, acts of terrorism, emergency conditions or other circumstances beyond Bank's reasonable control. From time to time Bank may need to temporarily suspend the Service or the processing of a transaction for greater scrutiny or verification, including, but not limited to, suspending processing to review for suspected fraudulent activity, verification that Available Funds are sufficient as well as fully collected and valid, or for OFAC compliance in accordance with applicable OFAC guidance, and Bank shall be excused if this action causes delay in the settlement and/or availability of the transaction. In addition, Bank shall be excused from failing to transmit or delay in transmitting a payment, transfer or other use of the Service (i) if, in Bank's reasonable judgment, processing a payment, transfer or other use of the Service would violate or contribute to the violation of any present or future risk control program of the Federal Reserve or any applicable rule, law, regulation, or regulatory requirement; (ii) if Bank reasonably suspects that a transaction involves fraudulent activity or that Available Funds will not ultimately be sufficient to cover a transaction, or (iii) if processing a payment, transfer or other use of the Service, in Bank's sole discretion, would cause Bank to engage in an unsafe or unsound practice.

**Cooperation in Loss Recovery Efforts.** In the event of any damages for which Bank or Customer may be liable to each other or to a third party pursuant to the Service provided under this Agreement, Bank and Customer shall undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

**Data Breaches.** Customer agrees to comply with the requirements of the Online Banking Agreement with respect to Data Breaches.

**Compliance.** Customer shall comply with all applicable laws, rules and regulations in connection with the Service. Customer agrees to be bound by such rules, and agrees not to initiate or receive a wire transfer request or related instruction in violation of international, federal, state and local laws and regulations including, without limitation, the regulations promulgated by the Office of Foreign Asset Control ("OFAC"). To the extent permissible under applicable law, Customer shall be responsible for and shall fully indemnify Bank for any and all fines, assessments and reasonable attorney's fees incurred by or imposed on Bank as a result of any infraction or violation of such rules caused by or attributable to Customer.

**Termination.** The parties may terminate this Agreement in accordance with the terms and conditions of the parties' Online Banking Agreement. This Agreement will automatically and immediately terminate if the parties' Online Banking Agreement terminates, or if any Deposit Account upon which the Service is dependent is terminated. Any termination of this Agreement shall not affect any of Bank's rights and Customer's obligations with respect to wire requests or related instructions initiated by Customer prior to the effective time of such termination, or the payment obligations of Customer with respect to services performed hereunder by Bank prior to the effective time of such termination, or any other obligations that survive termination of this Agreement. The provisions of this Agreement that are necessary to give effect to the purposes of this Agreement shall survive its termination.

**Effectiveness.** Customer agrees to all the terms and conditions of this Agreement. The liability of Bank under this Agreement shall in all cases be subject to the provisions of the Online Banking Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Agreement replaces and supersedes all prior arrangements on file with respect to the services described herein and shall remain in full force and effect until termination or such time as a different or amended Agreement is accepted in writing by Bank or the Online Banking Agreement is terminated.

**Delivery Cutoff Times.** For domestic and international wire requests transmitted to Bank in accordance with the terms applicable to the Wire Transfer Service, the following cut-off time requirements will apply:

Domestic Wire Transfers initiated and approved by 5:00 p.m. ET on a Business Day will be processed that same day if that day is also a Business Day for Bank's correspondent facility and the recipient bank; transfers initiated and approved after 5:00 p.m. ET will be processed the next Business Day if that day is also a Business Day for Bank's correspondent facility and the recipient bank.

International Wire Transfers of foreign currency initiated and approved by 4:00 p.m. ET on a Business Day and International Wire Transfers of U.S. currency initiated and approved by 4:00 p.m. ET on a Business Day will be processed within the industry standard delivery time (in most, but not all cases, two (2) Business Days). Foreign transfers may be subject to delays based on time-zone issues; the remote location of the recipient bank; cultural differences with respect to holidays and times of observation, etc.; and incorrect information being supplied by Customer.