

Machias Savings Bank

Electronic Statement Terms and Conditions

E-SIGNATURE AND ELECTRONIC DISCLOSURES AGREEMENT

You are signing up to use the Machias Savings Bank ("Bank") Statement Service. This E-Signature and Electronic Disclosures Agreement ("E-Sign Agreement") applies to all communications, documents, disclosures and electronic signatures related to the products, services and transfers offered or accessible through the Service offered by your Bank for all authorized users, account owners, account signers, applicants, and any other person using this Service.

Agreement to Conduct Transactions by Electronic Means

You agree to conduct the transfers offered through the Service by electronic means and acknowledge that all documents, disclosures, forms and other information related to such transactions will be provided to you through a mobile or web-based electronic interface or email. Each time you use this Service and submit information to the Bank you agree to the electronic access, receipt and acceptance of documents, disclosures and forms. You may not use this Service unless you agree to receive documents by electronic means.

You further agree that you intend to electronically contract with us for the Service and that all transactions completed through this Service will result in valid and legally binding agreements. You also agree that you have adequate access to a computer or mobile phone with sufficient internet connectivity to conduct these transactions online. You acknowledge that you meet the hardware and software requirements to access this Service as described below.

Agreement to Use Electronic Signatures

By checking the "I accept the terms of service" check box you are electronically signing this E-Sign Agreement and the Terms of Use related to the Services. You specifically agree that any electronic signatures that you provide through this online process are valid and enforceable as your legal signature. You acknowledge that these electronic signatures will legally bind you to the terms and conditions contained in the E-Sign Agreement and Terms of Use documents just as if you had physically signed the same documents with a pen.

Agreement to Receive Disclosures Electronically

You agree to receive all legal and regulatory notices, disclosures and other communications associated with your registration or use of this Service through electronic means including web-based electronic interface, mobile phone interface or email.

Availability of Printed Copies

We recommend that you print and retain copies of any of the E-Sign Agreement and Terms of Use, disclosures, or other related documents from your computer, mobile phone or other access device associated with all transactions utilizing the Service. There is no charge for you to download and print these documents.

Contact Information

To use this Service, you must provide your current email address so that we can send you important information related to your use of this Service. You may review and update the personal information maintained about you in the "Account Settings" section of the Site at any time to ensure that it is accurate.

Hardware, Software and Operating System

The requirements for accessing our online systems to use this Service and access disclosures are as follows: You must use a computer or smart phone to use this Service. You must have a device that uses a supported version of one of the following browsers: Firefox, Chrome, or Safari. You may also use a mobile phone application developed for this Service if your mobile phone supports it. You are responsible for installation, maintenance, and operation of devices used to access this Service. Bank is not responsible for errors, failures, or malfunctions of any device used or attempted to be used for access to this Service. Bank is also not responsible for viruses or related problems associated with use of these online systems.

Electronic Statement Terms and Conditions

This statement requests your consent to permit Machias Savings Bank to provide communications and information to you in secure electronic form rather than in paper form for your selected accounts. Before you decide whether or not you wish to give your consent to receiving electronic notices and records, you should read and consider the following information. Then, if you decide to consent, you can click the I Agree button at the bottom of this statement. All that you need is access to a computer with internet access, access to your online banking account, a valid email address, and a printer.

Upon receipt of your consent, we will notify you at your registered e-mail address each time we prepare a statement for an account that you have selected. We will send you an email letting you know that the eStatement is available online. You will be required to enter your User ID and password to view the electronic statement. You agree it is your sole responsibility to protect your password from unauthorized persons. You agree that it is your responsibility to ensure that the electronic statements cannot be intercepted or viewed by others. You agree that Machias Savings Bank has no control as to the persons who have access to your personal computer and your password once it is in your possession. Machias Savings Bank will not be liable for any unauthorized access to your personal computer or your passwords.

You understand that you have no expectation of privacy if you transfer any statement via e-mail to another person or entity using the World Wide Web. You further agree to release Machias Savings Bank from any liability if the information is intercepted or viewed by unauthorized parties at your employer or any other email address you have provided.

By accepting the terms of this agreement, you hereby authorize Machias Savings Bank to provide notification of periodic account statements and other periodic or special notices to you by electronic mail. Other periodic or special notices may include privacy notices or any other notice that federal laws and regulations from time to time may require us to provide to you. Your authorization means that we can provide you with periodic statements of your account and special notices electronically. You are responsible for notifying us of any email address changes. You may notify us by email at customerservice@machiassavings.com or by calling 1-866-416-9302. You may also visit any of our locations and speak with one of our Customer Service Representatives for assistance. If you fail to notify us of a change to your email address, then Machias Savings Bank will not be held liable or have any obligations to you or any joint owner(s) of your account(s). There is no fee to request a paper copy of a regulatory notice or a copy of the changes of fees or terms on your account. If you wish to have a paper copy of a statement or check, normal research fees will apply.

Your eStatement will be dated the day you are notified by email (the e-mail date). You must promptly review your e Statement and any accompanying items and notify us in writing at Machias Savings Bank, P.O. Box 318, Machias, ME 04654, via telephone at 1-866-416-9302, or in person at any of our locations (within the applicable time periods specified in your deposit agreement) of any error, unauthorized signature, lack of signature, alteration or other irregularity. Any applicable time periods within which you must notify us of any errors on your account statement(s) shall begin on the e-mail date regardless of when you receive and/or open the statement.

If you believe your eStatement is lost or that someone has obtained access to your eStatement without your permission, write to us at Machias Savings Bank, P.O. Box 318, Machias, ME 04654. You may also contact one of our Customer Service Representatives in person at any branch location or call 1-866-416-9302.

You have the right to withdraw your consent to receive electronic periodic statements at any time. To withdraw your consent to receive electronic statements, you must notify us via email at customerservice@machiassavings.com, through our electronic banking services at <http://www.machiassavings.bank>, or in writing to Machias Savings Bank, P.O. Box 318, Machias, ME 04654. You may also contact one of our Customer Service Representatives, in person at any branch location or call 1-866-416-9302. Once the withdrawal of your consent has been received and processed, you will no longer receive eStatements.

All electronic statements shall be in full compliance with applicable laws and regulations. The provisions in this agreement are part of (and in supplement to) Machias Savings Bank's Terms and Conditions for Depository Accounts and are subject to all the provisions in the Terms and Conditions for Depository Accounts. Each Machias Savings Bank account that you designate to be included within the eStatement service and eStatements program is also governed by the terms and conditions otherwise applicable to that kind of account as separately disclosed to you, either in the Terms and Conditions for Depository Accounts, applications and enrollment forms, the applicable personal or business fee schedules, credit or deposit agreements, our Privacy Policy or other written disclosures.

All users must have access to the following system requirements to access electronic statements.

- ✓ Computer or mobile device with Internet access
- ✓ Internet browser with encryption
- ✓ Online Banking access
- ✓ 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 Machias Savings Bank that is authorized and approved by BANK for use with MSB Online Banking services

I have read and agree to the terms of the Email Statement Disclosure and I would like to receive eStatement delivery. I understand that for the accounts listed above I will no longer receive a periodic statement sent by U.S. Mail.