

Machias Savings Bank

Mobile Deposit Terms and Conditions

E-SIGNATURE AND ELECTRONIC DISCLOSURES AGREEMENT

You are signing up to use the Machias Savings Bank ("Bank") Mobile Deposit. 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.

Mobile Deposit Terms and Conditions

MSB Mobile Deposit is an MSB Mobile remote deposit capture service for check deposits that, with Mobile Money Services, is made available to you as part of MSB Online. You are automatically enrolled in MSB Mobile Deposit when you enroll in Mobile Banking. Your use of MSB Mobile Deposit is subject to the terms and conditions of this Agreement; the Deposit Account Agreements applicable to your checking, savings, and money market Accounts; and the Internet Banking Terms and Conditions; all of which are incorporated herein by reference. In the event of any inconsistency between this Agreement and the Internet Banking Terms and Conditions, this Agreement controls. We reserve the right in our discretion to amend these terms and conditions at any time. Amendments will be made available to you on our website, and your continued use of MSB Mobile Deposit will demonstrate your agreement to such amendments. Please read the terms and conditions below carefully, print a copy, and retain the copy for your records. Capitalized terms not otherwise defined herein shall have the meanings set forth for them in the Internet Banking Terms and Conditions. By pressing the "Accept" button, and with each use of MSB Mobile Deposit, you accept and agree to be bound by the terms and conditions below and the Internet Banking Terms and Conditions, as amended from time to time.

Use of the Service. MSB Mobile Deposit allows you to remotely deposit checks into your qualifying checking, savings, or money market account by scanning an image of the front and back of the check with your mobile device's digital camera and delivering the image to us using the MSB Mobile Deposit software. When depositing a check using MSB Mobile Deposit, you must add the following restrictive endorsement to the back of the check: **"For Bank Mobile Deposit Only"** You agree to comply with all procedures and instructions we establish for use of MSB Mobile Deposit, as amended from time to time.

Enrollment. You are automatically enrolled in MSB Mobile Deposit when you enroll in Mobile Banking. We reserve the right to establish, at our discretion and without prior notice to you, new and additional conditions and qualifications for the use of MSB Mobile Deposit.

Termination of Service. We reserve the right to terminate, modify, or suspend your use of MSB Mobile Deposit at any time, with or without cause, including if we reasonably believe that you have breached the terms and conditions for use of MSB Mobile Deposit, or as otherwise provided in the Internet Banking Terms and Conditions. We further reserve the right to terminate, modify, or suspend your use of MSB Mobile Deposit in the event we establish new conditions and qualifications for use, and you, or your equipment and software, do not meet such conditions and qualifications.

Technical Requirements. In order to use MSB Mobile Deposit, you must have your own compatible mobile device (such as a cellular phone or smart phone) with internet access and a digital

camera. All mobile devices and software must meet our minimum technical requirements, which are available at www.machiassavings.com and which may change at our discretion at any time. You are solely responsible for obtaining, maintaining, and paying for all mobile devices, software, and services (such as text messaging, data transmission, and Internet access capability) necessary for use of MSB Mobile Deposit.

Fingerprint or Other Biometric Login

An optional fingerprint or other biometric sign-in method for Machias Savings Bank Mobile Banking that is currently available for some devices. To use these services, you will need to consult with your phone provider. Machias Savings Bank never sees or stores this biometric information. You acknowledge that by enabling biometric logins, you will allow anyone who has a biometric data stored on your device access to your personal and payment account information within Machias Savings Bank Mobile Banking. Machias Savings Bank reserves the right to suspend or disable this feature at any time. Biometric sign on can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your biometric data, you can sign in using your password. To use biometric logins for Mobile Banking on multiple devices, you will need to set it up for each device.

Image Quality. Check images and transmissions using MSB Mobile Deposit must clearly show all information on the front and back of the check, including your proper endorsement, and must comply with the standards established by us, our third-party vendors, and governmental and industry regulators. Each image must be legible, true, and accurate, and you may not alter a check image in any way. We are not responsible or liable for any loss or delay arising out of a transmitted image that does not comply with these requirements.

Transaction Limits. We may establish limits on the number of checks or the total amount of checks deposited using Mobile Deposit. These limits may change from time to time without notice to you. We may, at our discretion, vary individual daily limits based on your request and our review of your accounts. Please contact us if you would like a modified daily limit. We reserve the right to modify (including reduce) your transaction limits at our discretion, subject to applicable notice requirements in the Internet Banking Terms and Conditions.

Items Eligible for Deposit. You agree to scan and deposit only "checks" into your Account (certain types of negotiable demand drafts, as defined in Federal Reserve Regulation CC, 12 C.F.R. Part 229). Once scanned and transmitted to us, the check image will be treated (i) as an "item" under Article 4 of Maine's Uniform Commercial Code and (ii) as a deposit under your Deposit Account Agreement and applicable notices and disclosures. You agree not to deposit any of the following types of checks or other items using MSB Mobile Deposit:

- Checks originally made payable to any person other than you, including checks that another person has endorsed to you
- Checks dated more than 6 months prior to the deposit
- Checks made jointly payable to you and another person, unless the deposit is to a jointly-held account with that person and both you and that person have endorsed the check, in addition to adding the restrictive endorsement required in Section 1
- Any check that you know or suspect (i) has already been deposited in an account or has otherwise been presented or negotiated by, or paid to, you or any other person, (ii) has

been rejected or returned as unpaid or nonpayable, or (iii) is not payable and collectible in any way.

- “Remotely created checks” and checks previously converted to “substitute checks”, as the terms are defined in Regulation CC
- Any check that has already been scanned using MSB Mobile Deposit or using a remote deposit capture service of another institution
- Checks with any alteration on the front or back, or that you know or suspect is fraudulent, subject to defense, or otherwise unauthorized by the owner of the account from which the check is drawn
- United States Treasury bonds
- Checks drawn on institutions outside the United States (i.e., foreign checks)
- Checks payable in other than United States currency
- Traveler’s checks, money orders, substitute checks, or post-dated checks
- Any check prohibited from deposit under your Deposit Account Agreement or prohibited from payment by law
- Any check that does not meet the requirements of this agreement or any other agreement you have with us

With each check you deposit using MSB Mobile Deposit, you represent and warrant that the check is eligible for deposit, is properly payable and collectible, and is not subject to any defense against payment or collection. You further represent and warrant that the check and your use of MSB Mobile Deposit comply with all terms and conditions applicable to MSB Mobile Deposit, the Mobile Money Services, MSB Online, and the Account, and comply with all applicable state and federal laws, rules, and regulations. To the fullest extent permitted by law, we reserve the right, in our sole discretion, to reject any check or item you transmit to us for deposit into your Account. Fees. You agree to pay all applicable fees and charges set forth in the Internet Banking Fee Schedule for MSB Online, as amended from time to time, as well as any applicable fees or charges under your Deposit Account Agreement and Internet Banking Terms and Conditions.

Deposit Status. After a check as been deposited using MSB Mobile Deposit and received by us, you should monitor the check’s processing status using the MSB Mobile Deposit service. The status of your deposited checks will be posted periodically throughout the day up until 7:00 pm (ET), so you should monitor your check status throughout the day. You will not receive a separate confirmation that a check image has been received by us. Contact us immediately if you suspect any error or that we did not receive the transmission. Please refer to your Deposit Account Agreement for additional responsibilities with respect to notifying us of problems with your deposits. If we become aware of a problem with your deposit (such as the check is rejected, the check image is unusable, the check was previously presented or deposited, or the type of check is not permitted), we will attempt to contact you within three business days.

Funds Availability. Availability of funds from checks deposited using MSB Mobile Deposit will be in accordance with your Deposit Account Agreement and our Funds Availability Policy. Pursuant to your Deposit Account Agreement, and to the extent permitted by law, each deposit and the availability of funds from the deposit are subject to our rights of charge-back, reversal, refund, and set-off, and our right to place a hold on the check for purposes of review and verification.

Security and Investigation. Your use of MSB Mobile is subject to all security requirements set forth in the Internet Banking Terms and Conditions, including your obligation to keep your mobile device and its transmissions secure from unauthorized access. You agree to securely store each check that you deposit using MSB Mobile Deposit for a 30-day period after we have

accepted the check. After 30 days, you will securely destroy the check (such as by use of a document shredder). After you have deposited a check using MSB Mobile Deposit, you agree to never re-deposit or re-present the check, or to negotiate or endorse the check to another person or financial institution. You will promptly provide the check to us upon our request and fully cooperate with us in any related investigation or dispute resolution. Notify us immediately if you learn of any unauthorized access, loss, or theft of the original check.

Changes and Availability. We reserve the right to modify, add, or remove services and features of MSB Mobile Deposit at any time at our sole discretion. The MSB Mobile Deposit service may be unavailable, delayed, or interrupted, with or without notice, from time to time as a result of technical difficulties, maintenance, or events outside our control. We will have no liability to you or any other person for such interruptions, delays, or unavailability, although we may post alerts to our website for purposes of notifying you of such events.

Disclaimer of Warranties. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE MSB MOBILE DEPOSIT SERVICE AND SOFTWARE. IF YOU ARE A BUSINESS CUSTOMER, WE FURTHER DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW, AND WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION OF THE FOREGOING, WE MAKE NO WARRANTY THAT THE MSB MOBILE DEPOSIT SERVICE OR SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. YOU AGREE THAT USE OF THE MSB MOBILE DEPOSIT SERVICE AND SOFTWARE ARE AT YOUR OWN RISK AND ON AN "AS IS" AND "AS AVAILABLE" BASIS.

Limitations on Liability. You acknowledge and agree that, to the fullest extent permitted by law, we will have no liability or obligation to you or any other person for technical difficulties, errors, misdirected or unauthorized transmissions, or other failures in the MSB Mobile Deposit service, or any resulting damages therefrom. We are not responsible for any deposit that we do not receive, including any deposit lost in transmission. Please refer to the Internet Banking Terms and Conditions for additional limitations on our obligations and liability to you.

Indemnification. To the fullest extent permitted by law, you agree to indemnify and hold us harmless from and against any loss, liability, damages, or expenses (including attorney's fees) arising out of or in connection with your failure to perform your obligations under the terms and conditions for use of MSB Mobile Deposit.