

Machias Savings Bank

MSB Phone Banking Terms & Conditions For Commercial Accounts

1-800-982-7179 or 255-9346

This disclosure summarizes your rights and responsibilities. Please read and keep in a convenient place. Please note that our business days are Monday through Friday. Holidays and weekends are not business days.

Types of Transactions and Limitations

You can use Phone Banking to transfer funds between your transaction accounts and pay your loans 24 hours a day. You may make a payment to an Overdraft Protection account. You can use Phone Banking to inquire about your deposit or loan account, your last deposit or payment, and any transaction to your Checking, Savings or Money Fund account. You can also ask for your Overdraft Protection account balance, the available credit in your Line of Credit account, and last disbursement from a Overdraft Protection or Line of Credit account. You can also use Phone Banking to change your Personal Identification Number for Phone Banking and to transfer to a bank operator for additional help during business hours.

Documentation

Periodic Statements

The transfers you make using Phone Banking will be noted on the monthly statement of your deposit account. Disclosure of Account Information to Third Parties. We will disclose information to third parties about your account(s) or the transaction you make:

- a. Where it is necessary for completing transfers, or
- b. In order to verify the existence of your account for a third party, such as a credit bureau or merchant, or
- c. In order to comply with government agency or court orders, or
- d. If you give us written permission.

Other Terms and Conditions

- Overdrawing Your Account

You agree that you will not use Phone Banking to overdraw your account. If an overdraft in your account does occur, you will pay the full amount of the overdraft and the current fee for overdrafts to the Bank immediately upon request. This paragraph does not apply to Overdraft Protection if the amount is within the credit line limit.

- Overdraft Protection Accounts Only

If you use Phone Banking to withdraw money from your account, and the withdrawal creates an overdraft in your account, a loan will be made to you in accordance with your Overdraft Agreement to cover the amount of the overdraft. Using Phone Banking and PIN to make a withdrawal when there is not enough money in your account to cover the withdrawal is a written order by you requesting a loan. Except to make loans, you agree not to use your Phone Banking PIN(s) to overdraw your account. If an overdraft does occur, you will pay in full the amount of the overdraft to the Bank immediately upon request as outlined in your Overdraft Agreement.

- Legal Action

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

Machias Savings Bank's Liability

If we do not complete a transaction 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:

- 1.) If through no fault of ours, you do not have enough money in your account to make the transaction;
- 2.) If the transaction would exceed the credit limit on your Overdraft Protection Account (if you have one);
- 3.) If circumstances beyond our control (such as fire or flood) prevent the transaction despite reasonable precautions that we have taken; and
- 4.) If a court order or other legal process prevents us from making the transaction.

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