

## **KENNEBUNK SAVINGS**

### **ESIGN AND ELECTRONIC DISCLOSURE AGREEMENT FOR PERSONAL ONLINE BANKING**

This ESIGN and Electronic Disclosure Agreement for Personal Online Banking (this "Disclosure") is made between you and Kennebunk Savings ("the Bank"). As used in this Disclosure, the words "we", "our", and "us" mean the Bank; the words "you" and "your" mean the individual(s) identified on your Account(s). This Disclosure supplements and shall be construed consistently with the Personal Online Banking Service Agreement (the "Online Banking Agreement"). Terms not defined in this Disclosure shall have the meaning given to them in the Online Banking Agreement. **Please read this Disclosure carefully and retain a copy for your records.**

We are required by law to give you certain information "in writing"—which means you are entitled to receive it on paper. We may provide this information to you electronically with your consent.

**1. Scope of Communications to Be Provided in Electronic Form.** You agree to receive and accept the Online Banking Agreement and conduct the transactions offered through Online Banking by electronic means and acknowledge that all documents, disclosures, forms and other information related to such transactions will be provided to you through Online Banking, a web-based electronic interface, or email. You also agree that you have adequate access to a Device with sufficient internet connectivity to conduct these transactions. You agree to receive and accept Communications (as defined below) in electronic format, unless and until you withdraw your consent as described below. Electronic Communications includes, but is not limited to:

- The Online Banking Agreement, other service or user agreements related to Online Banking, and all amendments to any of these agreements;
- All legal, contractual, and regulatory disclosures, agreements, and communications associated with your Account(s), including any agreements or disclosures associated with Mobile Banking or mobile communications using mobile devices, such as mobile phones or tablets;
- Notices or disclosures about changes in the terms of your Account(s) or associated payment features and responses to claims;
- Information that we are required by law to provide to you in writing or other such communications that we may include from time to time as part of your Account(s) relationship.

All electronic Communications from us to you will be considered "in writing." You should print or save a copy of this Disclosure before you close it. If you want a paper copy of this Disclosure, please see How to Receive a Paper Copy below in Section 5.

**2. How to Access Electronic Communications.** All Communications that we provide to you in electronic form will be provided either: (1) via email, (2) by access to a website that we will designate in an email notice we send to you at the time the information is available, (3) through Online Banking, or (4) to the extent permissible by law, by access to a website that we will generally designate in advance for such purpose.

**3. How to Update Your Contact Information.** It is your responsibility to provide us with true, accurate and complete email addresses, contact, and other information related to your Account(s), and to maintain and update promptly any changes in this information. You can update this information by contacting us. See How to Contact Us below in Section 6.

**4. How to Withdraw Your Consent.** You may withdraw your consent to receive electronic Communications by contacting us. See How to Contact Us below in Section 6. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic Communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

**5. How to Receive a Paper Copy.** We will not send you a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable

time after we first provided the electronic Communication to you. To request a paper copy, see How to Contact Us below in Section 6.

**6. How to Contact Us.** If you wish to contact us for any of the above purposes, please contact us by:

**Phone:** 1-800-339-6573

**Mail:** Kennebunk Savings  
Customer Care  
PO Box 28  
Kennebunk, ME 04043

**Our Website:** Submit a secure message at [www.kennebunksavings.com/contact-us](http://www.kennebunksavings.com/contact-us)

**Online Banking:** Submit a secure message

**7. Hardware and Software Requirements.** In order to access, view, print and retain electronic Communications, you must have:

- Access to a device (e.g., computer, laptop, smartphone, mobile device, tablet, etc.) suitable for connecting to the Internet;
- A device must have the Current Version (as defined below) of (i) an operating system, such as Windows, Mac OS, iOS or Android, and (ii) a web browser, such as Chrome, Safari or Firefox, that supports our Online Banking service;
- A connection to the Internet;
- Local electronic storage capacity to retain Communications and/or a printer to print them;
- A valid email account and Current Version of software to access it; and
- Current Version of software that enables you to view and display files in HTML and PDF format.

"Current Version" means a version of the software that is currently being supported by its publisher. From time to time, we may offer services or features that require that your web browser be configured in a particular way, such as permitting the use of JavaScript or cookies. We reserve the right to discontinue support of a Current Version of software or an operating system if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use.

If the hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain electronic Communications, we will give you notice of the revised hardware or software requirements. After receiving notice of the change you will have to give us a new affirmative consent or confirmation of consent to receive communications electronically.

**8. Consent.** By enrolling in and using Online Banking according to the process described in the Online Banking Agreement, you hereby give your affirmative consent to receive electronic Communications as described herein. You further agree that your Device satisfies the hardware and software requirements specified above and that you have provided us with a current email address at which we may send electronic Communications to you.

## **KENNEBUNK SAVINGS PERSONAL ONLINE BANKING SERVICE AGREEMENT**

**PLEASE READ THESE TERMS CAREFULLY. BY ENROLLING IN AND USING THE ONLINE BANKING SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**1. SCOPE OF AGREEMENT.** This Kennebunk Savings Personal Online Banking Service Agreement (the "Agreement") governs your access to and use of Kennebunk Savings' Personal Online Banking Service (referred to as "Online Banking" or "Service"). The Service allows you to engage in various online banking activities, including, but not limited to, electronically check your account balances, transfer funds and review your account activity at Kennebunk Savings, through the Service's website ([www.kennebunksavings.com](http://www.kennebunksavings.com)). By using Online Banking, you accept and agree to all the terms and conditions of this Agreement and any changes in the terms and conditions. If you do not agree with

the terms and conditions of this Agreement, you may not use Online Banking. The terms and conditions of the agreements and disclosures for each of your Kennebunk Savings deposit accounts, as well as your other agreements with us, such as those related to loans, are incorporated by reference herein and continue to apply notwithstanding anything to the contrary in this Agreement. By using Online Banking, you consent to the electronic transmission of personal financial information. Your consent will be deemed effective as long as you use Online Banking. **Please read this Agreement carefully and retain a copy for your records.**

This Agreement does not cover transfers you may make at one of our branch locations, through an automated teller machine ("ATM") or through a telephonic individual voice response system (an "IVR"). This Service is not available for online transactions for commercial, non-profit or public entity customers. The Service is for personal, family or household purposes only. We are providing you with this Agreement in accordance with, and it is subject to, Applicable Law.

We offer certain additional services that supplement this Service, such as our online bill pay service ("Bill Pay"), our mobile banking service ("Mobile Banking"), and the electronic delivery of periodic account statements ("eStatements") for deposits and loans. We reserve the right to add additional services, or to discontinue existing ones, at any time in our sole discretion. Your enrollment in these additional services is optional. Each of these additional services is governed by separate terms and conditions. If you elect to enroll in one or more of these additional services, you must agree to those terms and conditions when you enroll. The terms and conditions for these additional services are each considered an addendum to this Agreement, and when you enroll, the terms and conditions for these additional services will be considered additional terms and conditions of this Agreement. Each is incorporated by their reference herein.

**2. DEFINITIONS.** In this Agreement, the following definitions apply:

- a. The words "you" and "your" mean the Account holder(s) and/or anyone else with the authority to deposit, withdraw, or exercise control over the funds in the Account that has enrolled in Online Banking for use in connection with the Accounts established primarily for personal, family or household purposes.
- b. The words "Kennebunk Savings", "we", "us", "our" and "Bank" mean Kennebunk Savings Bank.
- c. The word "Account(s)" means any Personal Deposit Account(s) or Consumer Loan(s) that you may have with us and to which you have access through Online Banking.
- d. The words "Account Agreements" shall mean collectively the terms and conditions of any Consumer Loan Agreements, Deposit Account Agreements, and any other agreements, security instruments, disclosures, or other documents regarding your Account(s) with us, each as may be applicable and amended from time to time.
- e. The words "Applicable Law" mean the laws of the State that governs the applicable Account Agreement and, to the extent applicable, federal laws and regulations.
- f. "Business Day" is every day except Saturdays, Sundays, and federal holidays.
- g. The word "Computer" means your computer or other Internet access device, any software, and all related equipment.
- h. The words "Consumer Loan(s)" mean any home equity line of credit, home equity loan, installment loan, line of credit, or mortgage that you maintain with us that was established primarily for personal, family or household purposes.
- i. The words "Consumer Loan Agreements" shall mean collectively the promissory notes, credit agreements, mortgages, security instruments, and any other documents, disclosures, or agreements that you execute or otherwise agree to that establish your rights and responsibilities under, and otherwise provide the terms and conditions of, your Consumer Loan Agreements with us.
- j. The words "Deposit Account Agreements" shall mean collectively our Terms and Conditions of Your Account" (which includes, but is not limited to general Account terms and our Funds Availability Disclosure), our Truth in Savings Disclosure, our Electronic Funds Transfer (EFT) Disclosure and our Service Pricing Schedule/Fee Schedule, each as amended from time to time. The current version of our EFT Disclosure is available at [www.kennebunksavings.com/help-center/eft](http://www.kennebunksavings.com/help-center/eft), and current version of our Service Pricing Schedule is available at [www.kennebunksavings.com/help-center/service-pricing-schedule](http://www.kennebunksavings.com/help-center/service-pricing-schedule); and by enrolling in Online Banking and

agreeing to accept documents and disclosures electronically, you acknowledge that you have reviewed and understand our EFT Disclosure and Service Pricing Schedule.

- k. The words "Electronic Funds Transfer" (or "EFT") used in this Agreement are explained in our EFT Disclosure.
- l. The words "Linked Accounts" mean the following, which you have linked to Online Banking:
  - i. Personal Deposit Account(s) on which you:
    - 1. Are an individual owner; or
    - 2. Are an owner entitled to individually withdraw all of the funds in the Account at any time; or
    - 3. You otherwise have the authority to withdraw all of the funds in the Account at any time; and
  - ii. Consumer Loan(s) on which you are a borrower.
- n. The words "Mobile Banking" mean our mobile banking service.
- o. The words "Mobile Device" mean any web-enabled wireless device whose network allows secure SSL traffic that you use to access Online Banking.
- p. The words "Mobile Transactions" mean those Online Transactions (as listed in Section 9 below) that you may initiate through a Mobile Device. Unless otherwise indicated, all Online Transactions may be initiated through a Computer or Mobile Device. See Section 9 for discussion of additional limits that may apply to your Mobile Transactions.
- q. The words "Personal Deposit Account(s)" mean any checking account, money market account, savings account, certificate of deposit, individual retirement account, or other deposit account that you have with us that was established primarily for personal, family or household purposes.
- r. The words "Transfer Instructions" mean the information you provide to us through Online Banking regarding the amount of funds that you would like to transfer between your Linked Accounts using Online Banking.

Any terms that are not defined in this Agreement have the same meaning as in your Account Agreements, as applicable, and each as may be amended from time to time.

**3. RELATED AGREEMENTS.** In addition to this Agreement, your Linked Accounts are also governed by the terms and conditions of any Account Agreements, provided to you regarding your Account(s) with us. The terms and conditions of your Account Agreements, each as may be amended from time to time, are incorporated into this Agreement by their reference herein. This Agreement amends and supplements the terms and conditions of your Account Agreements as it regards Online Banking and any Online Transactions that may be initiated through Online Banking. Should there be any conflict between the terms and conditions of this Agreement and your Account Agreements, this Agreement shall control to the extent of the inconsistency regarding Online Banking.

**4. YOU AGREE.** You may use Online Banking to perform certain Online Transactions as described below in Section 9. By using Online Banking, you agree to the terms and conditions in this Agreement and (as of their effective date) any changes in such terms and conditions that apply to your use of Online Banking. If you do not agree with the terms and conditions contained in this Agreement (as may be amended from time to time), you may not use Online Banking. By using Online Banking, you consent to the electronic transmission of financial information. Your consent will be deemed effective for as long as you use Online Banking.

You understand and agree that each owner of a jointly-owned Linked Account:

- a. has consented to have such Account be a Linked Account;
- b. is jointly and severally liable under this Agreement; and
- c. agrees that we may act on the Transfer Instructions or other instructions of any joint owner concerning the Linked Account(s) without the consent of any other person.

**5. COMPUTER AND MOBILE DEVICE REQUIREMENTS.** In order to use Online Banking, you will need the type of Computer and/or Mobile Device and related equipment described to you during the enrollment process or otherwise in conjunction with the initial sign-up and/or log-in process. You are responsible for the installation, maintenance and operation of your Computer and Mobile Device. We do not guarantee that Online Banking or Mobile Banking is compatible with any particular Computer and/or Mobile Device. We are not responsible for any errors or failures caused by any malfunction of your Computer or Mobile Device, and we are not responsible for any computer virus or related problems that may be associated with the use of Online Banking, your Computer, Mobile Device or other

Internet access. We strongly encourage you to routinely scan your Computer and Mobile Device using reliable virus protection products, and to remove any viruses found using such products.

You are also responsible for all telephone (including wireless charges), wireless data service charges and other similar charges incurred in connecting to Online Banking and for charges by any Internet service provider or wireless service provider you utilize to obtain access to the Internet and/or to use Online Banking.

From time to time we may require that you upgrade or install software to your Computer or your Mobile Device in order to ensure the proper operation of Online Banking. You agree to promptly load any such upgrades or additional installations upon our notice to you.

The Service may include the use of our proprietary software and/or the proprietary software of our licensors. If we have provided you with software to use with Online Banking, you are being granted a non-exclusive, non-transferable license to use this software and only for your personal, noncommercial use as provided in this Agreement. You may not disassemble, de-compile, copy, modify, reverse engineer, sell or distribute any of Online Banking or information or allow anyone else to do so.

The Service gives you access to services and information which may be presented with a distinctive "look and feel." These services, information and "look and feel" are our proprietary property. You may not reproduce, sell or distribute all or any portion of Online Banking.

- 6. ENROLLMENT IN AND USE OF ONLINE BANKING.** To enroll in Online Banking, you must have and maintain at least one Personal Deposit Account or Consumer Loan with us. As part of the enrollment process, you will create a Username and a Password. You agree that when you create your Username and Password, you will do so in accordance with Section 7 of this Agreement and any other guidance or instructions that we may provide to you under this Agreement or that may be posted within Online Banking. You will also be asked to establish your "Enhanced Log-In Security" credentials, as further described in Section 8 below, during the enrollment process. Even if you are eligible for Online Banking, your enrollment in Online Banking may not be approved if we cannot verify your identity or other necessary information. You agree that we may obtain financial information regarding your Account(s) from another financial institution (for example, to resolve payment posting issues or for verification purposes). We also reserve the right to verify any of the information you provide to us in connection with Online Banking.

You must be enrolled in Online Banking to use a Mobile Device to access Online Banking to make Mobile Transactions. You must separately enroll in Mobile Banking with us to be able to make Mobile Transactions with your Mobile Device.

- 7. YOUR USERNAME AND PASSWORD.** You understand and agree that your Username and Password, in conjunction with any other security procedures, are exclusively for your use to authenticate you to us when using Online Banking. You agree that we may rely on your Username and Password to identify you when you use Online Banking, and to consider it as the equivalent of your signature authorization for any Online Transactions you initiate through Online Banking.

You may change your Password at any time, and we strongly encourage you to do so from time to time. When doing so, you agree that you will not use combinations that are easily guessed (such as your birth date, phone number, or social security number) and to otherwise comply with Section 8 of this Agreement. You also agree to follow any requirements that we may have for your Username and Password (for example, if we have a minimum number of characters, require that a particular letter character be capitalized, or require one of the characters to be a number). We will inform you of any such requirements when changing your Password within Online Banking.

Except as is more fully discussed elsewhere in this Agreement and your Account Agreements, you understand and agree that you are responsible for all transfers and payments made through Online Banking. You agree not to give your Password, or make it available, to any other person. Notwithstanding the foregoing, you acknowledge and agree that if you nonetheless permit another party to use your Username and Password to access Online Banking, or otherwise authorize them to use Online Banking, you are responsible for any and all Online Transactions that such

party makes from your Account, even if it exceeds your authorization. You understand and agree that we may follow and comply with any Transfer Instructions entered using your Username and Password.

- 8. SECURITY PROCEDURES.** You agree to adhere to the following minimum security procedures when using Online Banking:
- a. Encryption. In an effort to provide the highest degree of confidentiality and security, the Bank requires the use of browsers (whether on your Computer or your Mobile Device) that provide encryption using a 256-bit key. The higher the level of encryption, the harder it is for unauthorized parties to read the information. Commercial off-the-shelf browsers typically support 40-bit encryption; however, many browser suppliers offer special 256-bit encryption versions, available for download from their respective websites. The Bank strongly recommends that customers protect their financial information by using the most secure encryption possible. The Bank is not liable for losses resulting from the use of less than 256-bit encryption. If you elect to use a browser with less than 256-bit encryption, this implies your acceptance of this risk.
  - b. Username and Password. You agree not to share your Username or Password with anyone, and not to store such information in a conspicuous place. If you permit other persons to use your Username and Password to access Online Banking, you are responsible for any resulting
  - c. Online Transactions from your Account(s). We will not be liable for and will not reimburse you for any losses that may occur as a result of use of your Username and Password by persons you have authorized. If your Password is entered incorrectly on three (3) consecutive access attempts, your access to Online Banking will be blocked. If this occurs, please contact us at the phone number listed in Section 30 below to have your Password reset. Should you forget your Password and need assistance, a "Forgot password?" link is available through Online Banking which will issue a one-time, temporary Password to the email address we have on file, provided you correctly answer one or more challenge questions. If you still need assistance, you may contact us using the Bank Contact Information in Section 30 below.
  - d. Multi-Factor Authentication. You acknowledge that, in addition to the use of an individual Username and Password, access to Online Banking includes a multi-factor authentication security procedure at log-in. This additional security procedure involves a credential that is in addition to Username and Password security (hereinafter "Enhanced Log-in Security"). Enhanced Log-In Security uses a second factor of identity authentication that may include, but is not limited to, additional log-in security features such as identification and verification of IP addresses, registration of your Computer and/or use of browser cookies, access filters and other authentication information. Enhanced Log-In Security will require you to establish and utilize, in addition to a Username and Password, your own individual authentication through a one-time passcode via SMS text or voice call as part of a multi-part credential. These access credentials are used by the Bank to authenticate you. Further authentication may occur automatically due to the detection of unusual source occurrences in relation to your access credentials. If your one-time passcode is entered incorrectly on five (5) consecutive access attempts, your access to Online Banking will be blocked.
  - e. Third Party Computers; Public Use. You agree that if you access Online Banking from a Computer other than your own (such as a public computer terminal at a library) or if you use your Computer in a public location (such as a Wi-Fi enabled café), you will not leave your Computer unattended while using Online Banking. You also agree that, in such situations, you will always end your session by clicking on the "Log out" button and will not use unsecure public access Wi-Fi.
  - f. Clear Your Cache. You agree to clear your browser's cache on a regular basis in order to remove copies of web pages that may be temporarily stored on your system.
  - g. Safeguarding Your Mobile Device. If you use a Mobile Device to access Online Banking, using a web browser on your Mobile Device, you understand that there are additional safeguards that you must take to protect your Mobile Device. Although the Mobile Transactions initiated through Online Banking will not display the full account number for any of your Accounts, it will display other sensitive information about your Account(s), including balances and transfer amounts. Anyone with access to your Mobile Device, Username and Password may be able to view this information. You also agree to abide by all user manuals, guides, instructions and other documentation (individually and collectively, the "Mobile Device Documents") that your Mobile Device service provider/carrier and/or Mobile Device manufacturer provide to you regarding the proper and appropriate use of your Mobile Device. Among other things, you agree that you will not "jailbreak" or otherwise tamper with the appropriate use of your Mobile Device as outlined in the Mobile Device Documents.

The Bank will not be liable to you for any losses that may result from your failure to follow these security procedures. We may change these security procedures from time to time at our discretion.

- 9. ONLINE TRANSACTIONS.** You can use your Computer, Username and Password to access Online Banking and perform the Online Transactions described below 24 hours a day, 7 days a week, except during any special or scheduled maintenance periods. These maintenance periods vary. We reserve the right to schedule these maintenance periods at any time and without advance notice to you. Additionally, we reserve the right to change the scope of Online Banking or to block the scope of Online Banking (in each case, without advance notice to you) to maintain or restore security to our website and systems if we reasonably believe your Username and Password has been or may have been obtained and/or used by an unauthorized person(s).

Using Online Banking, you may perform the following Online Transactions:

- a. Account Inquiries. You may review information regarding your Linked Accounts through Online Banking, including information on your Account transactions occurring during a minimum of the last thirty (30) days. Any balances shown will include a date as of which the balance is shown. This balance may not be your actual available balance, and it may include deposits that are still subject to verification by us. The balance shown may also differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, items in process, charges or unsettled debit card activity.
- b. Consumer Loan Payments. You may provide us with Transfer Instructions requesting that we transfer funds from your Personal Deposit Account(s) (other than certificates of deposit, and individual retirement accounts ("IRAs")) that are Linked Accounts to Online Banking to make either one-time or recurring payments on those Consumer Loans you have with us that are Linked Accounts. Some limitations to the frequency of Consumer Loan transactions may apply.
- c. Transfers. You may provide us with Transfer Instructions requesting that we make one time or recurring transfers of funds between your Linked Accounts. This includes the transfer of available funds between your Personal Deposit Account(s) (other than certificates of deposit and IRAs) that you have with us to one or more Personal Deposit Account(s) (other than certificates of deposit and IRAs).
- d. Stop Payments. You may request a stop payment on checks and preauthorized EFTs debited from your Personal Deposit Account(s) (other than certificates of deposit, and individual retirement accounts ("IRAs")). Stop payment requests are subject to verification by the Bank. There is a fee for each stop payment request. The amount of the Stop Pay Handling Fee is disclosed in our Service Pricing Schedule.
- e. Financial Management (FM) Software. You may supplement Online Banking by use of a one-way connection ("Web Connect") from Online Banking to certain FM software (e.g., Intuit's QuickBooks and related products) which allows you to download Online Transactions and match them with existing transactions from your financial management software. Access to Account information through FM software must be done using an active Username, Password and any other access devices or other secure method as may be required. If you choose to use FM software, you must purchase this software from the software manufacturer, or a retailer of your choice. Your use of the FM software is governed by the software license agreement(s) included with each software application. You must agree to the terms and conditions of the software license agreement(s) during the installation of the FM software on your Computer. You are responsible for the correct set-up and installation of the FM software, as well as maintenance, updates and upgrades to the FM software and/or your Computer. We make no warranties nor accept any liability for such software. We are not responsible for any problems related to the FM software itself, your Computer or your ability to connect using the FM software as described in this Agreement. You are responsible for all Online Transactions that you authorize using FM software. If you permit any other person to access Online Banking using FM software, you are responsible for all Online Transactions they authorize. You should verify all Account data obtained and Online Transactions executed on your Account(s) using FM software. Our records of Online Transactions, instructions and communications regarding your Account(s) and use of Online Banking supersedes any records stored or created on your Computer equipment through the use of FM software. You are responsible for any and all obligations to any software vendor arising from your use of that vendor's FM software. FM software may not be used when accessing Online Banking through a Mobile Device.

- f. Alerts—Generally. Your enrollment in Online Banking includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your Account(s). Alerts are provided within the following categories:
- i. **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking Username, Password, PIN, or log-in information. You do not have the option to suppress these Mandatory Alerts.
  - ii. **Account Alerts** provide you with notification of important Account activities or when certain changes are made to your Account(s) that are enrolled in the Service, such as scheduled payments made, and scheduled payments cancelled. These Alerts must be activated by you. These Alerts can be accessed from the Alerts menu within Online Banking. We strongly recommend that you activate these Alerts because they provide important information related to your Account(s) enrolled in the Service. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. We reserve the right to terminate the Alerts Service at any time without prior notice to you.
- g. Alerts—Methods of Delivery. We may provide Alerts through one or more channels (“**EndPoints**”): (a) a Mobile Device, by text message, (b) a Mobile Device, by push notification; (c) an email account, by an e-mail message; or (d) your Online Banking Secure Inbox, by an electronic message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts Service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your Mobile Device's number changes, you are responsible for promptly informing us of that change. You will also need to update your contact information in the Alerts section as well in order to receive Alerts.
- h. Alerts—via Text Message. To stop Alerts via text message, text "STOP" to 99785 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your Mobile Device, just visit the Alerts tab in Online Banking and click the box next to your mobile number for the Alert(s) you would like to receive again. For help with SMS text alerts, text "HELP" to 99785. In case of questions, please contact Customer Care at 1-800-339-6573. Our participating carriers include (but are not limited to) AT&T® Wireless, T-Mobile®, U.S. Cellular®, Verizon Wireless.
- i. Alerts—Limitations. We provide Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the Account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your Mobile Device service provider, internet service provider(s) and other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Kennebunk Savings, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.
- j. Alerts—Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your Password or full Account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your Account(s), and anyone with access to your Alerts will be able to view the contents of these messages.
- k. Bill Pay. Bill Pay is an optional electronic service that we offer, which allows you to schedule bill payments through Online Banking. Bill Pay is offered through a third party service provider (the "Bill Pay Provider"). You must enroll in Online Banking in order to be eligible for Bill Pay. Once enrolled in Online Banking, you may enroll in Bill Pay. Your use of Bill Pay is subject to the Bill Pay Provider's additional terms and conditions found in an addendum to this Agreement that will be provided to you when you enroll in Bill Pay (the "Bill Pay



Addendum"). You understand and agree that the Bill Pay Addendum is incorporated into and considered part of this Agreement.

- i. Mobile Banking. In addition to Online Banking that you may access with a Computer or through a web browser on a Mobile Device, we also offer Mobile Banking, an optional service that will allow you to make Account Inquiries, Consumer Loan Payments and Transfers through a Mobile Device. You must be enrolled in Online Banking to enroll in Mobile Banking. You must separately enroll in Mobile Banking. Your use of Mobile Banking is subject to additional terms and conditions found in an addendum to this Agreement that will be provided to you when you enroll in Mobile Banking (the "Mobile Banking Terms and Conditions: Kennebunk Savings")
- m. eStatements. You may enroll in eStatements to receive your Account statements online when they are available to view, save or print instead of receiving them via regular mail. Once enrolled in Online Banking, you may separately enroll in eStatements on the Online Banking site. Terms and conditions for your use of eStatements will be presented to you electronically when you enroll in eStatements, and you will be deemed to have agreed to all such terms and conditions when you enroll in eStatements. Once enrolled in eStatements, you may view your last eighteen (18) months of deposit statements (from the date you enroll) and digital copies of your checks organized by number. Once enrolled in eStatements, you may view eighteen (18) months of loan statements beginning with the first statement from the date you enroll. You may also print your eStatements or save them directly to your Computer.

When you provide us with Transfer Instructions requesting either a Consumer Loan Payment or a Transfer between Accounts, you authorize us to withdraw (or advance, in the case of a Consumer Loan) the necessary funds from the Account that you designate. You will not be able to cancel these Transfer Instructions once they are submitted. You agree that you will instruct us to make a withdrawal only when a sufficient balance (or available credit) is or will be available in the Account at the time of the transaction. We will not be obligated to act on Transfer Instructions if there are not sufficient collected funds available to complete the transaction at the designated time.

Your ability to perform these Online Transactions is subject to the limitations described in Section 10 of this Agreement and any limitations that may be described in the EFT Disclosure and your Account Agreements. We may, from time to time, introduce new types of Online Transactions. We will provide you with notice of these new transaction types to the extent and in the manner required by Applicable Law. We will update this Agreement to incorporate these new transaction types. Your use of the new transactions will signify your acceptance of the terms and conditions governing the new transaction types.

Any transfers made from or between your Accounts with us through Online Banking will appear on your periodic Account statement. You agree to review your statement(s) promptly and in accordance with your Account Agreements. You must tell us at once if your statement shows any Online Transactions that you did not authorize.

**10. LIMITATIONS ON ONLINE TRANSACTIONS.** Your ability to conduct Online Transactions through Online Banking is subject to the following limitations:

- a. Home Equity Lines of Credit. A home equity line of credit is a type of Consumer Loan and the only type of Consumer Loan from which you may make an advance using Online Banking. There is no minimum advance amount from your home equity line of credit with us. You may only make an advance by transferring funds from your home equity line of credit with us to a checking account with us. The maximum advance amount cannot exceed the amount permitted by the Consumer Loan Agreement governing your home equity line of credit.
- b. Dollar and Frequency Limitations on Transfers. Funds can be transferred immediately or on a future date between your Personal Deposit Accounts that are Linked Accounts. We reserve the right to limit the frequency and dollar amount of transfers for security reasons. You may transfer any amount of your available balance (as defined in the Deposit Account Agreements) per transaction, as long as the transaction does not cause the available balance in your Personal Deposit Account to be less than zero. Funds transfers between your Linked Accounts initiated on your Computer using Online Banking, and received by us or our agent(s) by our cut-off time of 7:00 P.M. Eastern Time ("ET") will be effective on the current Business Day. Funds transfers processed on your Computer using Online Banking, and received after this cut-off time or any

time on a non-Business Day will be effective the next Business Day. Transfers from your Linked Accounts must be made in accordance with the terms of this Agreement and any applicable Account Agreements. The rules governing transfers from your Linked Accounts as discussed in this Agreement apply only to transfers initiated through Online Banking. Unless you designate a future date on which a transfer is to be made, we will make the transfer immediately after you provide us with your Transfer Instructions, subject to the cut-off times provided above.

**11. UNAUTHORIZED ONLINE TRANSACTIONS FROM YOUR PERSONAL DEPOSIT ACCOUNT(S).**

- a. EFT Disclosure. Please refer to the EFT Disclosure for information about your liability for unauthorized Online Transactions or other unauthorized EFTs. Available at [www.kennebunksavings.com/help-center/eft](http://www.kennebunksavings.com/help-center/eft).
- b. Online Security. In addition to the liability limitations set forth in the EFT Disclosure, you will have no liability for unauthorized Online Transactions if you notify us within sixty (60) days after the Personal Deposit Account statement showing the transaction has been mailed or otherwise made available to you. If you do not notify us within sixty (60) days, you may not get back any of the money you lost from any unauthorized Online Transaction that occurs after the close of the 60-day period, if we can show that we could have stopped the transaction if you had notified us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

**12. FEES.** Please refer to our current Service Pricing Schedule for information regarding fees, which we may change from time to time. Available at [URL]. You may be charged a fee by us or our service providers to use certain features of Online Banking (e.g., Bill Pay) or to perform certain Online Transactions (e.g., stop payment request). You will be notified of any fees that we may impose in the future for Online Banking or Online Transactions to the extent and in the manner required by Applicable Law. You understand and agree that you are responsible for all charges and fees that your Internet or Mobile Device service provider/carrier may charge you for your use of Online Banking.

**13. CONFIDENTIALITY; DISCLOSURE OF DEPOSIT ACCOUNT INFORMATION TO THIRD PARTIES.** Please refer to the EFT Disclosure for details about the sharing of information about your Account(s), Online Transactions, or other EFTs you make.

**14. RIGHT TO GET DOCUMENTATION OF EFTS.** Your right to receive documentation about Online Transactions and other EFTs is described in the EFT Disclosure. You agree to review any periodic statement promptly after you receive it in accordance with this Agreement, the EFT Disclosure and your Deposit Account Agreement. You also agree to tell us promptly about any change in your address, so that we may send your periodic statements to your correct address. A copy of any documentation provided to you that indicates that an EFT was made shall be admissible as evidence of such transfer and shall constitute proof that such transfer was made.

**15. STOP PAYMENT OF PREAUTHORIZED EFTS.** Please refer to the EFT Disclosure for information about your right to stop payment on preauthorized EFTs.

**16. OUR LIABILITY IF WE FAIL TO MAKE CERTAIN EFTS FROM YOUR PERSONAL DEPOSIT ACCOUNT(S).** If we do not complete an EFT to or from your Personal Deposit Account on time or in the correct amount according to our agreement with you, we will be liable only for your losses or damages. However, there are some exceptions to our liability to you. We will NOT be liable, for instance:

- a. For the reasons described in the EFT Disclosure.
- b. If Online Banking was not working properly and you knew about the breakdown when you started the Online Transaction.
- c. If you do not give proper, complete or correct Transfer Instructions, or you do not follow the procedures in this or any other Account Agreements with us for requesting such services.
- d. If your Username and/or Password has been reported lost or stolen, or we have canceled your Username and/or Password, or Online Banking.
- e. If we have reason to believe that you or someone else is using Online Banking for fraudulent or illegal purposes.

- f. There may be other exceptions and limitations stated in this Agreement, e.g., Sections 21 and 22 below, and in our Deposit Account Agreements with you.

**17. IN CASE OF ERRORS OR QUESTIONS ABOUT ONLINE TRANSACTIONS FROM YOUR PERSONAL DEPOSIT ACCOUNT(S).** Please refer to the EFT Disclosure for information about reporting errors or questions about your Online Transactions or other EFTs.

**18. REVIEW OF ACCOUNT INFORMATION.** Account information displayed through Online Banking is the current information as of the date displayed by Online Banking. You are in the best position to discover and report any discrepancies including unauthorized transactions involving your Account(s). You agree to review your Account information regularly and your Account statements when they are made available to you. You also agree to notify us as soon as possible of any error, discrepancy or unauthorized transaction you discover, as required by this Agreement and/or your Account Agreements, as applicable. If you fail to do so, you may become responsible for the losses resulting from such failure, as outlined in this Agreement and/or your Account Agreements, as applicable.

**19. EMAIL COMMUNICATIONS.** Because standard Internet email transmissions are not secure, you agree to log into Online Banking and contact us electronically only through any secure messaging service that we may make available to you for any inquiries or requests that you may have regarding your Account(s). We cannot otherwise act on instructions sent by you from an external email address except through the secure messaging service that we make available to you through Online Banking or our website. We will not immediately receive email that you send. Therefore, you should not rely on email if you need to communicate with us immediately (for example, to request a stop payment, to report a lost or stolen ATM or debit card and/or Password, to report an unauthorized transaction from one of your Personal Deposit Accounts, or to report an error on your statement). We will not take actions based on your email requests until we actually receive your message and have a reasonable opportunity to act including but not limited to a voice call from us to you.

**20. HYPERLINKS.** We may elect to display one or more hyperlinks on the Online Banking website from time to time. A hyperlink is any highlighted words or phrases in a document that allow you to click through to another section of the same document or to another document on the Internet. A hyperlink may allow you to click through to a third party website over which we have no control. We specifically disclaim any responsibility for the content, products and services provided at linked third party websites. The Bank is not liable for any failure of the products or services advertised on third party websites. You should be aware that third party websites may have privacy policies that differ from our privacy policy; it is your responsibility to review privacy policies at the linked third party websites to determine whether those policies are acceptable to you. The linked third party websites may provide less security than the Bank's web site.

**21. LIMITS ON OUR AND OTHER PROVIDERS' RESPONSIBILITIES.** We agree to make reasonable efforts to ensure the full performance of Online Banking. We will be responsible for acting only on those instructions which are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of any messages or Transfer Instructions you send. We are not responsible for any losses or delays in transmission of Transfer Instructions arising out of the use of any Internet and wireless service provider, your connection to the Internet, or caused by your Computer or Mobile Device or by any browser software installed thereon.

Our sole responsibility for an error in an Online Transaction will be to correct the error, but in no case will we be liable or responsible for any indirect, special, incidental or consequential damages arising in any way out of your use of Online Banking. If a court finds that we are liable to you because of our actions or inactions under or in connection with this Agreement, you may recover from us only your actual damages in an amount not to exceed the total fees and charges paid by you to us under and in connection with this Agreement during the preceding six (6) months. You agree that this dollar limitation is reasonable, to the extent permitted by Applicable Law. Our liability is further limited as set forth in the Account Agreements. In states which do not allow the exclusion or limitation of liability for indirect, special, incidental or consequential damages, our liability is limited to the maximum extent permitted by Applicable Law. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES CONCERNING THE SERVICE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE OR NON-INFRINGEMENT OF A THIRD PARTY OR PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY APPLICABLE LAW.

**22. ADDITIONAL LIMITS ON OUR LIABILITY TO YOU.** In addition to any other limitations on our liability found in this Agreement or the Account Agreements, you understand and agree that we will not assume responsibility for losses and damages that occur:

- a. If you have not properly followed the instructions that we provide on how to make an Online Transaction;
- b. If there is a delay or interruption in our provision of Online Banking or in the execution of Online Transactions you request due to the acts of so-called hackers or crackers, viruses, or denial of service attacks;
- c. If there is any loss, damage or injury resulting from (i) an interruption in your electrical power, telephone, cable or wireless service; (ii) the disconnecting of your telephone line or cancellation of service to your Mobile Device by your telephone company or wireless provider or from deficiencies in your line quality; (iii) any defect or malfunction of your Computer or Mobile Device; (iv) an interruption of the service provided by your Internet or wireless service provider; or (v) any other loss of communications services, including, without limitation, cable and satellite services;
- d. If we decline or are unable to process an Online Transaction because we have a reasonable basis for believing that, through no fault of ours, an unauthorized use of your Username, Password, or Account(s) has occurred or may be occurring;
- e. If the money in your Account(s) is subject to legal process or other encumbrances restricting the transfer; and
- f. **IN NO EVENT SHALL WE OR OUR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU FOR ANY LOSS INCURRED, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL, INCLUDING LOST PROFITS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, INJURY, OR DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE EXCLUSION OR LIMITATIONS MAY NOT APPLY TO YOU.**

**23. YOUR CONTACT INFORMATION CHANGES.** If any of your contact information changes, you are responsible for promptly advising us of the change. Please contact us using the Bank Contact Information in Section 30 to change your mailing address with us. You may update changes to your phone numbers and email addresses in Online Banking.

**24. ASSIGNMENT AND DELEGATION.** You may not assign this Agreement, or otherwise delegate your responsibilities under this Agreement, in whole or in part, to any third party. We may, in our sole discretion and at any time, assign this Agreement, in whole or in part, or delegate any of our rights and responsibilities under this Agreement to any third party or entity, including parties that are our affiliates.

**25. NO WAIVER.** No delay or waiver by us of any power, right, remedy or obligation under or in connection with this Agreement on any one occasion shall constitute a waiver of that power, right, remedy or obligation on any later occasion. No such delay or waiver by us is effective unless it is in writing and signed by us.

**26. SEVERABILITY.** If any provision of this Agreement is held void or unenforceable by a court of competent jurisdiction, or any governmental agency, that provision will be considered enforceable to the extent permitted by such court or agency, and the remainder of that provision shall no longer be treated as part of this Agreement. All other provisions of this Agreement will, however, remain in full force and effect.

**27. ENTIRE AGREEMENT.** This Agreement, as may be amended by us from time to time, is the entire agreement between you and us regarding Online Banking and it supersedes any and all prior communications and prior agreements between you and us with respect to same. We will provide you with notice of any amendment to this Agreement as may be required by Applicable Law.

**28. SUSPENSION AND TERMINATION.** We may suspend or terminate your use of Online Banking (and/or any associated features, unless we otherwise specify or agree) at any time for any or no reason, including (but not limited to) if you have not used Online Banking within the most recent six (6) months. We will provide you notice of such termination

or suspension to the extent and in the manner as required by Applicable Law. You may terminate your use of Online Banking at any time, although we may require that you put your request in writing. We will terminate your use of Bill Pay if you have not used Bill Pay within the most recent six (6) months. We may provide you notice of such termination of Bill Pay to the extent and in the manner as required by Applicable Law.

**29. MODIFICATION.** We may modify Online Banking or this Agreement from time to time, and we will provide notice of such modifications to the extent required by and in accordance with Applicable Law.

Additional services may become accessible in the future. As each becomes available, you will be provided with a description of each such service or account and fees in accordance with Applicable Law. You understand that by using Online Banking after any modification or change has been effected, you will be deemed to have consented to any such modification or change.

**30. NOTICES.** Except as otherwise provided in this Agreement or in your Account Agreements, all notices required to be sent to you will be effective when we mail or transmit them to you electronically. We will send all notices to the last known mailing address (or email address, if the notice is sent electronically) that we have on file for you. Please contact us for any reason related to Online Banking, including if (a) you are locked out of Online Banking, (b) you would like to place a stop payment on a preauthorized EFT, (c) you have an inquiry about a direct deposit to one of your Personal Deposit Accounts or Online Transaction, (d) you believe your Username and/or Password has been lost or stolen or if you have lost your Mobile Device, (e) you have a question or believe there is an error involving the EFTs on your Personal Deposit Account(s), or (f) you need to make changes to your mailing address.

Bank Contacts:

*By Phone:*

1-800-339-6573

*By Mail:*

Kennebunk Savings

Customer Care

PO Box 28

Kennebunk, ME 04043

*Our Website:*

Submit a secure message at [www.kennebunksavings.com/contact-us](http://www.kennebunksavings.com/contact-us)

*Online Banking:*

Submit a secure message

## **Kennebunk Savings**

### **Account to Account Transfer Terms of Service**

- 1. Introduction.** This Account to Account Transfer Terms of Service document (hereinafter "Agreement") is a contract between you and Kennebunk Savings Bank (hereinafter "we" or "us") in connection with the Account to Account Transfer Service (as defined below) offered through our Online Banking site or Mobile Banking (the "Site"). This Agreement applies to your use of the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered.
- 2. Description of Account to Account Transfer Service.** The Account to Account transfer service (the "Account to Account Transfer Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.
- 3. Definitions.**
  - a. "Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.
  - b. "ACH Network" means the funds transfer system, governed by the National Automated Clearing House Association (NACHA) Rules, that provides funds transfer services to participating financial institutions.
  - c. "Affiliates" are companies related by common ownership or control.
  - d. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
  - e. "Eligible Transaction Account" is a transaction account from which your transfers will be debited, your Account to Account Transfer Service fees, if any, will be automatically debited, or to which transfers and credits to you will be credited, that is eligible for the Account to Account Transfer Service. An Eligible Transaction Account shall be limited to a checking, money market or savings account that you hold with us.
  - f. "External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.
  - g. "Payment Network" means a debit or credit network (such as the ACH Network or Accel / Exchange payment network) through which funds may be transferred.
  - h. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Account to Account Transfer Service to you on our behalf.
  - i. "Transfer Instruction" is a specific information provided for a transfer to be made that you provide to the Account to Account Transfer Service for a transfer of funds.
- 4. Service Providers.** We are offering you the Account to Account Transfer Service through one or more Service Providers that we have engaged to render some or all of the Account to Account Transfer Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Account to Account Transfer Service to you, we are the sole party liable to you for any payments or transfers conducted using the Account to Account Transfer Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Account to Account Transfer Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.
- 5. Authorization and Processing.**
  - a. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts

without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.

- b. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 9 (Account to Account Transfer Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.
- c. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
  1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
  2. The Account to Account Transfer Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
  3. The transfer is refused as described in Section 10 (Refused Transfers) below;
  4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
  5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- d. It is your responsibility to ensure the accuracy of any information that you enter into the Account to Account Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

**6. Transfer Methods and Amounts.** There are limits on the amount of money you can send or receive through our Account to Account Transfer Service. Your limits may be adjusted from time-to-time in our sole discretion. You may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Account to Account Transfer Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you.

**7. Transfer Cancellation Requests.** You may cancel a transfer at any time until it begins processing (as shown in the Account to Account Transfer Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

**8. Stop Transfer Requests.** If you desire to stop any transfer that has already been processed, you must contact customer care for the Account to Account Transfer Service pursuant to Section 26 (Errors, Questions, and Complaints). Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

**10. Account to Account Transfer Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Account to Account Transfer Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Account to Account Transfer Service or Site. Any applicable fees will be charged regardless of whether the Account to Account Transfer Service was used, except for fees that are specifically use-based. Use-based fees for the Account to Account Transfer Service will be charged against the Account that is debited

for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Account to Account Transfer Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 22 (Failed Or Returned Transfer Instructions) applies if you do not pay our fees and charges for the Account to Account Transfer Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 22 (Failed Or Returned Transfer Instructions) should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

- 11. Refused Transfers.** We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.
- 12. Returned Transfers.** In using the Account to Account Transfer Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.
- 13. Notices to Us Regarding the Account to Account Transfer Service.** Except as otherwise stated below, notice to us concerning the Site or the Account to Account Transfer Service must be sent by postal mail to: Kennebunk Savings, Attn: Customer Care, P.O. Box 28, Kennebunk, ME 04043. We may also be reached at 1-800-339-6573 for questions and other purposes concerning the Account to Account Transfer Service. We will act on your telephone calls as described below in Section 26 (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.
- 14. Notices to You.** You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Account to Account Transfer Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Account to Account Transfer Service setup or customer profile. For example, users of the Account to Account Transfer Service may receive certain notices (such as notices of processed Transfer Instructions, alerts for validation and notices of receipt of transfers) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We reserve the right to terminate your use of the Account to Account Transfer Service if you withdraw your consent to receive electronic communications.
- 15. Text Messages, Calls and/or Emails to You.** By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.
- 16. Receipts and Transaction History.** You may view your transaction history by logging into the Account to Account Transfer Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.
- 17. Your Privacy; Privacy of Others.** Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your



information. If you receive information about another person through the Account to Account Transfer Service, you agree to keep the information confidential and only use it in connection with the Account to Account Transfer Service.

**17. Eligibility.** The Account to Account Transfer Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Account to Account Transfer Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor, agent, co-owner or guarantor. By using the Account to Account Transfer Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

**18. Prohibited Transfers.** The following types of transfers are prohibited through the Account to Account Transfer Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such transfers:

- a. Transfers to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Transfers that violate any law, statute, ordinance or regulation; and
- c. Transfers that violate the Acceptable Use terms in Section 19 (Acceptable Use) below; and
- d. Transfers related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Transfers related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and
- f. Transfers relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Transfers relating to tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited transfers. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

**19. Acceptable Use.** You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Account to Account Transfer Service, regardless of the purpose of the use, and for all communications you send through the Account to Account Transfer Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Account to Account Transfer Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider,

other automatic device, or manual process to monitor or copy the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Account to Account Transfer Service, or interfere or attempt to interfere, with the Site or the Account to Account Transfer Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above of any violations of the Agreement generally.

**20. Your Liability for Unauthorized Transfers.** Immediately following your discovery of an unauthorized Transfer Instruction, you shall communicate with Customer Care as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Account to Account Transfer Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.

**21. Taxes.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

**22. Failed or Returned Transfer Instructions.** In using the Account to Account Transfer Service, you are requesting that we or our Service Provider attempt to make transfers for you from your Eligible Transaction Account. If the Transfer Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Transfer Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer), the Transfer Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Transfer Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Transfer Instruction if the transfer has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Transfer Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the transfer, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

**23. Address or Banking Changes.** It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Account to Account Transfer Service, changes may be able to be made within the user interface of the Account to Account Transfer Service or by contacting Customer Care as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. We are not responsible for any payment

processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Transfer Instructions or your contact information.

**24. Information Authorization.** Your enrollment in the applicable Account to Account Transfer Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Account to Account Transfer Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Account to Account Transfer Service, to authenticate you when you log in, to send you information about the Account to Account Transfer Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Account to Account Transfer Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Account to Account Transfer Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Account to Account Transfer Service.

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

**25. Account to Account Transfer Service Termination, Cancellation, or Suspension.** If you wish to terminate the Account to Account Transfer Service, you may contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. Any transfer(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Account to Account Transfer Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

**26. Errors, Questions, and Complaints.**

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above.
- b. If you think your periodic Account statement is incorrect or you need more information about a transaction listed in the periodic Account statement, we must hear from you no later than sixty (60) days after we send you the applicable periodic Account statement that identifies the error. You must:
  1. Tell us your name;

2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
  3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

**27. Intellectual Property.** All marks and logos related to the Account to Account Transfer Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Account to Account Transfer Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Account to Account Transfer Service, the portion of the Site through which the Account to Account Transfer Service is offered, the technology related to the Site and Account to Account Transfer Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Account to Account Transfer Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

**28. Links and Frames.** Links to other sites may be provided on the portion of the Site through which the Account to Account Transfer Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Account to Account Transfer Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

**29. Password and Security.** If you are issued or create any password or other credentials to access the Account to Account Transfer Service or the portion of the Site through which the Account to Account Transfer Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that

your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Account to Account Transfer Service without your consent, you must inform us at once at the telephone number provided in Section 12 (Notices to Us Regarding the Account to Account Transfer Service) above. See also Section 20 (Your Liability for Unauthorized Transfers) above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

- 30. Amendments.** We may amend this Agreement and any applicable fees and charges for the Account to Account Transfer Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Account to Account Transfer Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Account to Account Transfer Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Account to Account Transfer Service, and/or related applications and material, and limit access to only the Account to Account Transfer Service's more recent revisions, updates, upgrades or enhancements.
- 31. Our Relationship With You.** We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Account to Account Transfer Service. We do not have control of, or liability for, any products or services that are paid for with our Account to Account Transfer Service. We also do not guarantee the identity of any user of the Account to Account Transfer Service (including but not limited to recipients to whom you send transfers).
- 32. Assignment.** You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.
- 33. Remedies.** If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Account to Account Transfer Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Account to Account Transfer Service for any reason or no reason and at any time. The remedies contained in this Section 33 are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.
- 34. Disputes.** In the event of a dispute regarding the Account to Account Transfer Service, you and we agree to resolve the dispute by looking to this Agreement.
- 35. Arbitration.** For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER**

**REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

- 36. Law and Forum for Disputes.** Unless our Account Agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our Account Agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 35 (Arbitration) above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 35 (Arbitration) of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.
- 37. Indemnification.** You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Account to Account Transfer Service.
- 38. Release.** You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Account to Account Transfer Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.
- 39. No Waiver.** We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
- 40. Exclusions of Warranties.** THE SITE AND ACCOUNT TO ACCOUNT TRANSFER SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR ACCOUNT TO ACCOUNT TRANSFER SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.
- 41. Limitation of Liability.** THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE ACCOUNT TO ACCOUNT TRANSFER SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE ACCOUNT TO ACCOUNT TRANSFER SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING

FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE ACCOUNT TO ACCOUNT TRANSFER SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE ACCOUNT TO ACCOUNT TRANSFER SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 35 AND 36 ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**42. Complete Agreement, Severability, Captions, and Survival.** You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Account to Account Transfer Service and the portion of the Site through which the Account to Account Transfer Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 4, 12, 13, 21, 22, 27 and 32- 42 of the Agreement, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to our Customer Care team), the terms of the Agreement will prevail.