Kennebunk Savings

PERSONAL ATM/DEBIT CARD AGREEMENT

INTRODUCTION. Federal law requires that consumers who use electronic fund transfers services in connection with personal deposit accounts receive the disclosures contained in this Personal ATM/Debit Card Agreement ("Agreement") before using the service. An electronic fund transfer is a transfer of funds initiated electronically. Use of one of our ATM or Debit Cards ("Card(s)") is an electronic fund transfer ("EFT"). This Agreement applies to the use of the Card(s) only. The terms and conditions already in effect governing the deposit accounts which can be credited or debited by using the Card(s) remain in effect. This Agreement incorporates such other terms and conditions provided separately with the Personal Terms and Conditions of Your Account and the Electronic Fund Transfers Disclosure (the "EFT Disclosure"), as well as the terms of any disclosures provided to you when you opened your deposit account or received your Card(s). Your use of the Card(s) is your acceptance of this Agreement. Please read this Agreement carefully and keep a copy for your records.

In this Agreement, the words "Cardholder," "you" and "your" mean each consumer who receives a Card. "PIN" means any Personal Identification Number used in conjunction with a Card for certain types of transactions. The term "Designated Account(s)" means the checking, savings, and/or money market account(s) (excluding IRA and CD accounts) that you have indicated on the Card Application should be accessible for the Card Transactions indicated in this Agreement. The term "Primary Account" means the checking account that you have indicated on the Card Application should be debited for point of sale (POS) Transactions. POS means any point of sale terminal other than an ATM, used to conduct business with a merchant, in person, online, or over the phone. The words "we", "us", or the "Bank" mean Kennebunk Savings Bank. "Line of credit" means any credit account (such as an overdraft line of credit) that, upon application and approval by the Bank, is accessible through your deposit account.

1. LIABILITY FOR UNAUTHORIZED TRANSFERS.

a. ***EFT Disclosure.*** Please refer to the EFT Disclosure for information about liability for the unauthorized use of your Card or other unauthorized EFTs.

b. Visa® Zero Liability Policy. In addition to the liability limitations set forth in the EFT Disclosure,you will have "Zero Liability" for unauthorized use of your Card only if the following conditions are met: (i) you have exercised reasonable care in safeguarding your Card from the risk of loss, theft or "unauthorized use;" (ii) upon becoming aware of such loss, theft or unauthorized use of the Card you promptly report the loss, theft or unauthorized use to us; and (iii) the Card Transaction(s) was processed through the Visa network. If you fail to satisfy any one of these conditions for a non-PIN or a PIN Card Transaction and someone uses your Card without your authorization, you could lose the entire Card Balance.

For purposes of this Visa Policy, "unauthorized use" means the use of a Visa branded Card by a person other than you who does not have actual, implied, or apparent authority for such use, and from which you did not receive any benefit. This Visa Policy does not apply: (a) to Cards issued to entities that are not natural persons; (b) to Cards issued primarily for business, commercial or agricultural purposes that are not Visa Business Card programs; or (c) to Cards issued or distributed outside Visa's U.S. Region.

2. REPORTING UNAUTHORIZED EFTS.

Please see section 18 below on how to contact us or refer to the EFT Disclosure for information about how to report instances of unauthorized use of your Card or other unauthorized EFTs.

3. DEFINITION AND IDENTIFICATION OF TERMINALS AVAILABLE TO CARDHOLDERS. For purposes of this Agreement, a "terminal" includes automated teller machines ("ATM") and point of sale ("POS") terminals (special store terminals at which payment for purchases may be made). An ATM can be used without the assistance of another person and the use of a PIN is required to complete a transaction. There are two types of POS transactions. The first type utilizes special store terminals at which payment for purchases can be made ("POS/PIN"). POS/PIN terminals are used with the assistance of a retail store clerk or other operator and require the use of a PIN. All such persons are agents of the merchant and not agents of the Bank. The second type of POS transaction does not require the use of a PIN. The POS transaction is made by presenting your Card at the time of purchase to merchants who have agreed to accept debit card purchase transactions. A signature may be required to authorize this type of transaction. Located on or near each ATM terminal is a listing of the card issuers and networks whose cardholders may use the terminal. Sometimes symbols are used instead of names. In most cases, a larger or more conspicuous sign or symbol will identify the ATM terminal owner or operator. As used in this Agreement, a "Kennebunk Savings terminal" is an ATM located at a Kennebunk Savings branch or ATMs otherwise identified as owned or operated by Kennebunk Savings. Refer to the network symbols on the back of your Card for all other terminal access.

4. TYPES OF TRANSFERS AND DOLLAR LIMITATIONS.

a. EFT Disclosure. Please refer to the EFT Disclosure for details and limitations about types of transfers and dollar limitations for EFTs.

b. Card Transactions. Your Card will permit you to make transactions on checking, savings, and/or money market accounts as defined in the Personal Terms and Conditions of Your Account and the EFT Disclosure. You may use your Card to:

- Make deposits to and withdraw cash from your Primary Account or Designated Account(s). **ATM deposits are not permitted by Minors who are Cardholders*.
- Pay for purchases (in person, online or by phone), pay for services (in person), and get cash from a merchant, if merchant permits, or from participating financial institutions, and do anything that a merchant will accept out of your Primary Account at retail POS/PIN terminals.
- Transfer funds between your Primary and Designated Account(s) that are attached to the Card.
- Make balance inquiries to your Primary or Designated Account(s) that are attached to the Card.
- Some of the terminal services listed above may not be available at all terminals. Deposit transactions are available at most Kennebunk Savings terminals.

c. Restrictions on Use. We monitor your accounts for signs of potential unauthorized use, which could include the use of Card(s) in a manner that is out of the ordinary. Please tell us in advance if you plan to travel and are planning to use your Card in a foreign country or in a different state from the address of your Primary Account. Otherwise, it is possible that your Card Transactions initiated in another state or a foreign country may be delayed or declined. We may also restrict use of your Card where such use would be contrary to applicable law or regulation, or which is identified as potentially presenting high risk. Please contact us at the phone number and/or address provided in Section 18 below to alert us to your travel plans or for a current list of foreign countries where transactions are restricted.

d. Limits on Dollar Amounts of Transactions.

i. Separate withdrawal and purchase limits apply. Total withdrawals or purchases in any

one day may not exceed the separate Daily Limits for a single Card number, regardless of the number of accounts that a single Card may access. You will be allowed to make transactions up to the available balance in your account plus any available overdraft line of credit and/or an automatic overdraft sweep from another deposit account maximum Daily Limit, whichever is less.

The Daily Limits are as follows:

Card Type	Daily Signature/PIN POS Limit	Daily ATM Withdrawal Limit
Debit Card	$2,500.00	$300.00
ATM Card	$300.00 PIN only	$300.00
Minor Debit Card	$500.00	$300.00

ii. At some types of ATMs, the withdrawal amount may be limited due to terminal constraints, and multiple transactions may be necessary to obtain the total amount desired.

5. TRANSFER LIMITATIONS. Please refer to the EFT Disclosure for information about the limits on the frequency of EFTs. Other than as described in the EFT Disclosure, there is no limit on the number of deposits, withdrawals, purchases, transfers, or inquiries using your Card.

6. FEES FOR TRANSACTIONS, EFTS AND OTHER SERVICES.

a. Possible Fees by Third Parties. When you use an ATM not owned by Kennebunk Savings, you may be charged a fee by the ATM operator or any network used to complete the transaction.

b. Card Replacement & Rush Order Fees. If you request a replacement Card, a fee will be assessed. The fee will be reflected on your statement as "ATM/Debit Card Replacement Fee." If you request that a replacement Card be delivered overnight to you, a rush fee will be assessed. The fee will be reflected on your statement as "ATM/Debit Card Rush Order Fee." Please review the Service Pricing Schedule for current fee information. You may avoid an ATM/Debit Card Rush Order fee by requesting an instant issue Debit Card at one of our branches.

c. Other Fees. Please refer to the current Service Pricing Schedule for information regarding fees.

7. DISCLOSURE OF INFORMATION. Please refer to the EFT Disclosure for details about the sharing of information about your account(s), Card(s), or EFTs you make.

8. STOP PAYMENT OF PREAUTHORIZED PAYMENTS. Please refer to the EFT Disclosure for details about Preauthorized Payments, your Right to Stop Payment and the procedure for stop payment. For Card transactions, a preauthorized payment is a recurring payment where a merchant automatically charges you for goods or services (for example a subscription) on a prearranged schedule. If the merchant refuses to cancel the preauthorized payments, you may request a stop payment. At the time of stop-payment request, your current Card must be cancelled in order to stop the recurring payment.

Once your Card is cancelled, all existing preauthorized (recurring) payments you have set up with your Card will also be stopped. It will be your responsibility to set up any existing recurring payments that you want to continue on your new Card.

9. DOCUMENTATION. Your right to receive documentation about Card Transactions is described in the EFT Disclosure.

10. OUR LIABILITY IF WE FAIL TO MAKE CERTAIN EFTS. If we do not complete an EFT to or from your 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. We will not be liable, for instance:

- For the reasons described in the EFT Disclosure;
- If there is a dispute about the amount or we have been ordered to pay to or hold for someone else the money in your account;
- If a withdrawal would consist of money deposited in the form of a check or other order and the funds are not yet available for withdrawal;
- If you have told us that your Card was lost or stolen or that you believe someone else has obtained your PIN.

11. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSACTIONS. Please see Section 18 below on how to contact us and refer to the EFT Disclosure for information about reporting errors or questions about your Card or other EFTs.

12. OTHER TERMS AND CONDITIONS.

a. Use and Card. If you use the Card at a merchant location or online, the merchant acts for you (as your agent) in completing the transaction. Use of the Card is also subject to the rules of the government agencies that regulate banks. You agree that you will protect your Card and will not give the Card number, the Card, your credentials, your PIN or any other information related to your Card or your accounts to any other person including over the phone, through social media or online to a merchant unless you have verified it is a legitimate merchant, or write your PIN on or with the Card. If the Card is lost or stolen or you suspect unauthorized use, you will notify us immediately. See Section 18 on how to contact us.

b. Prohibited Activity. It is your responsibility to use the Card only for valid and lawful purposes. If you use the Card for any other purpose or transaction, including without limitation unlawful gambling activities (called a "Prohibited Activity"), you must promptly reimburse Kennebunk Savings Bank and Visa International Incorporated for all amounts or expenses either the Bank or Visa pays as a result of such use. The Bank reserves the right to block Prohibited Activity and/or to not approve any authorization request for a Prohibited Activity. Card Transactions for any Prohibited Activity made by or for the benefit of you shall be considered authorized by you, and you assume all responsibility and liability for all losses, costs and expenses you incur as a result of such use.

c. Overdrawing your Account. You agree that you will not use the Card to overdraw your account including for pre-authorized (recurring) payments. If there are insufficient funds in your account at time of authorization, a Card transaction will be declined. If an overdraft on your account does occur, you will pay the full overdrawn amount to the Bank immediately plus the then current Nonsufficient Funds (Overdraft) fee listed on the Service Pricing Schedule. This paragraph does not apply to your line of credit account(s) or sweep from another deposit account to cover an overdraft.

d. ***Claims and Defenses against Merchants.*** Kennebunk Savings is not responsible for goods or services you purchase or lease by using a Card for a POS transaction or POS/PIN transaction or the underlying merchant transaction. Kennebunk Savings is not subject to any claims or defenses you may have against a merchant in connection with any POS transaction or POS/PIN transaction or the underlying merchant transaction. Any disputes related to quality or delivery of goods or services for a transaction that was authorized by the Cardholder, or authorized user, will be between the Cardholder and the merchant.

13. AMENDMENT AND CANCELLATION. We may amend (change) this Agreement by giving you written notice at any time, except we will give you thirty (30) days prior written notice if the change would result in increased fees or charges, increased liability for you, fewer types of available fund transfers, or stricter limitations on the frequency or dollar amount of transfers. We are not required to give you prior notice where an immediate change is necessary to maintain or restore the security of our EFT system. However, if such a change is made permanent, we will give you appropriate notice. We may also cancel your privilege to use the Card and any PIN, even without telling you in advance. If we do this, you will immediately destroy all Cards. You may terminate this Agreement at any time by notifying us in writing. If you do this, you also must destroy all Cards immediately. We may cancel or not reissue your Card if there has not been any activity on the Card for 12 months. Ending this Agreement will not affect your obligations under this Agreement for transactions or transfers completed with your Card or any PIN, even if those transactions or transfers are completed after the ending date.

14. WE OWN THE CARD; CANCELLATION. Each Card that we issue to you remains our property and we may require immediate surrender of it at any time. We may cancel any Card or all Cards, suspend ("freeze") your ability to use any Card or all Cards, and/or terminate this Agreement at any time without notice or cause. Any such cancellation, suspension or termination shall not affect any of your existing liability to us.

15. SECURITY PROCEDURES. The Card allows you to directly access your Primary and Designated Accounts. You agree that you will follow these security procedures regarding the use of the Card (the "Security Procedures"):

a. ***Sign the Card.*** You must sign the Card bearing your name before it may be used.

b. ***ATM Transactions.*** You must use the Card and PIN together to make withdrawals or balance inquiries at ATMs displaying Accel®, Interlink®, Plus®, or Visa logos. In addition to withdrawals or balance inquiries, you must also use the Card and PIN to make deposits to your Primary or Designated Accounts at a Kennebunk Savings ATM.

c. ***POS Transactions.*** You must use the Card together with either (a) a PIN, (b) your signature, and/or (c) the security code found on the reverse of the Card (for purchases made over the telephone or online) to purchase goods or services (and to receive cash back from participating merchants) from a third party merchant that accepts Visa debit cards.

You acknowledge and agree that the use of the Card along with the PIN, the security code that appears on the reverse of the Card (if the Card is used for a POS Transaction over the telephone or online), and/or your signature provide you with a commercially reasonable degree of protection against the unauthorized use of the Card, in light of your particular needs and circumstances. You further agree to use the Security Procedures to transact all activity with the Card. You further acknowledge and agree that the Security Procedures are not intended, and that it is commercially reasonable that the Security Procedures are not intended, to detect any errors relating to or arising out of a Card Transaction. We assume no duty to discover any breach of security, unauthorized disclosure of Card numbers and/or PINs, or unauthorized use of Cards and/or PINs.

16. **ADDITIONAL SECURITY MEASURES.** In addition to the Security Procedures discussed above, you also agree to adhere to the following rules to ensure that the Card is used in a safe and sound manner:

    a. ***Review of Terminal Receipts and Deposit Account Statements.*** You will promptly examine ATM and/or POS Transaction receipts and statements. If you have any questions or concerns with a receipt or statement you should contact us. See Section 18 below on how to contact us. You must contact us within the time frames described in the EFT Disclosure.

    b. ***No Transfer.*** Once a Card has been issued, it cannot be transferred to another person.

    c. ***Security Settings.*** You will update security settings on mobile devices and computers that contain your card or account information.

    d. ***Secure your Card.*** Please refer to Kennebunk Savings Bank website for more information on how to secure your Card.

17. **NOTICES; COMMUNICATIONS.** All notices we are required to send to you under this Agreement will be mailed to you at the address shown on our records or delivered electronically if you consented to receive electronic communications from us. You understand and agree that we may contact you for purposes related to Card services by any means available to us, including but not limited to telephone calls to any telephone number provided to us by you (including calls initiated with an automatic dialer and/or utilizing pre-recorded messages), text messages sent to any mobile telephone number provided to us by you, and/or electronic mail addressed to any email address provided to us by you.

18. **CONTACT US.** If you need to reach us for any reason related to your Card, please contact us:

By Phone:	1-800-339-6573
Our Website:	Submit a secure message under Contact Us
Digital Banking:	Submit a secure message
By Mail:	Kennebunk Savings, Customer Care, P.O. Box 28, Kennebunk, ME 04043

19. **APPLICABLE LAW.** This Agreement will be governed by applicable United States federal laws and regulations and, to the extent not preempted by federal law, the laws and regulations of the State of Maine. Normal banking customs and practices also apply.

20. **SEVERABILITY.** If any term of this Agreement conflicts with the law, all other terms of this Agreement will still remain in effect if they can be separated from the conflicting term.