

# Online Banking Agreement and Disclosure

As a result of your interest to apply for Katahdin Trust Company's Online Banking and/or any and all service(s) that is offered as a result of your membership in Online Banking including but not limited to Online Bill Pay and Presentment or Funds Transfer you are receiving this E-Sign disclosure and agreement. Please carefully review this federally required disclosure and retain a copy for your records.

The following disclosures are required by the Federal Electronic Signatures in Global and National Commerce Act (the "e-sign Act".) They are necessary to open your account electronically. You must provide evidence of your consent by clicking the "Accept" button on the bottom of this page before we can permit you to continue with the application process.

## Electronic Delivery of Disclosures and Notices

If you are applying for access to our Online Banking and/or any service that is offered as a result of your membership in Online Banking including but not limited to Online Bill Pay and Presentment and Funds Transfer, we will provide certain disclosures, agreements, required notices, or other documents electronically. This Agreement will cover any other service(s) not specifically mentioned in this Notice but are accessible through your enrollment with Online Banking. These include but are not limited to the following:

- Our Online Banking Agreement, including any Addendums, and Disclosure and any other required notices, disclosures, or other documents electronically. All updates to these agreements and all disclosures, notices and other communication regarding Online Banking and/or any service that is offered as a result of your membership in Online Banking including but not limited to Online Bill Pay and Presentment or Funds Transfer.

By clicking the "Accept" button below, you are consenting to receive these electronic disclosures. You are not consenting to receive other electronic records such as your bank statements or cancelled checks.

At your own cost you are responsible for providing an internet connected device that is compatible with the Katahdin Trust Company account opening portal. Your system must meet the minimum requirements that are outlined below so that you may access and retain the disclosures and notices electronically. To save and retain your disclosures you may utilize the Save function in your Internet browser and utilize a hard drive, CD, or any other removable media. You may retain a paper copy of the disclosures by using the Print function in your Internet browser.

If you click the "Decline" button below, you will not be permitted to continue with the electronic application process. If you have questions, please contact any of our branch offices, or telephone us at **1-855-331-3221**, or e-mail us at [info@katahdintrust.com](mailto:info@katahdintrust.com), or send us your question using the secure email on our web site.

## Paper Copies of Disclosures

You have the right to request paper copies of any disclosures related to your account. To do so, please contact any of our branch offices, or telephone us at **1-855-331-3221**, or e-mail us at [info@katahdintrust.com](mailto:info@katahdintrust.com), or send us your request using the secure email on our web site.

You may request a paper copy of an electronic disclosure. To request a paper copy, you may 1) utilize the "Contact Us" section of our website, or 2) write to us at Katahdin Trust Company, Attn: Electronic Banking, PO Box 36, Houlton ME 04730, or 3) contact the Customer Service Representative at your local branch. Please see our "Fees for General Services" for any fees that may be associated with your request.

You have the right to withdraw your consent to receive electronic disclosures at any time. To withdraw consent, you must notify the Bank, in writing, at least 30 days in advance. This notice must be delivered to Katahdin Trust Company, Attn: Electronic Banking, PO Box 36, Houlton, ME 04730.

You agree to notify the Bank at once if your e-mail address changes.

## Hardware and Software Requirements to Access and Retain Disclosures

To receive an electronic copy of the disclosures, you must have a personal computer or Internet appliance, Internet access and an Internet browser with a minimum of 128-bit encryption. You will need Acrobat Reader 7.0 or higher in order to view electronic statements and disclosures.

You should not utilize public computers to sign up for this service.

### **Withdrawal of Electronic Acceptance**

You can also contact us in any of the ways described above to withdraw your consent to receive any future notices, terms and conditions, disclosures or any other documents.

## **Online Banking Disclosure**

Please review this disclosure before applying for the Katahdin Trust Company Online Banking Service. By applying for Katahdin Trust Company's Online Banking you agree to adhere to this Agreement. Please read this Agreement carefully and retain for your records. You must press the "Accept" button at the end of this agreement to continue.

This Agreement, together with all Addendums and our other agreements and disclosures, including but not limited to the following Deposit Account Agreement, Truth in Savings Account Disclosure, Electronic Funds Transfer Act Disclosure, Funds Availability Policy, Fees for General Services, Ready Reserve, Home Equity and any other loan or line of credit agreement that you may have with us, governs your use of the Katahdin Trust Company Online Banking Service (the "Service"), which allows you to transfer funds, and review your Account activity.

Please note that the Katahdin Trust Company "Electronic Funds Transfer Act Disclosure" and "Fees for General Services" brochure are an integral part of this Online Banking Agreement and Disclosure.

All time of day references are Eastern Time.

### **Definitions:**

As used in this Agreement, the following definitions apply:

"Accounts" means the Primary Checking Account and the other deposit and loan Accounts to which you have access through the Services. Only Accounts with Katahdin Trust Company can be accessed through the Services.

"Authorized User" is a person who is a common owner of all Accounts or to whom you have provided your User ID and Password, whether or not that person is a common owner of all Accounts.

"Business Day" means Monday through Friday, excluding holidays. Please contact the Bank for a list of recognized holidays.

"Password" is the confidential code that you selected when you initially signed on to the Katahdin Trust Company Online Banking Service or any subsequent code you select after the initial sign-on that allows you to access the Service(s).

"Posting Date" means the Business Day on which funds for a Transfer are deducted from your Account. For Transfers, this is the day the Transfer occurs.

"Retail Account" is an account that will be used primarily for personal, family or household purposes.

"Retail Customer" is a natural person who signs up for the Service primarily for personal, family or household purposes.

"Services" refers to Online Banking Service and/or any service that is offered as a result of your membership in Online Banking including but not limited to Online Bill Pay and Presentment, and Funds Transfer.

"Transfer" means a Transfer between your Accounts at Katahdin Trust Company using the Online Banking Service.

"We," "us," "our" and "the Bank" refer to Katahdin Trust Company.

"Web Access Device" means the combination of an Internet-enabled device equipped with a qualified browser that provides Internet access to the World Wide Web, your Internet Service Provider, your User ID and your Password.

"You" and "your" refer to the person(s) subscribing to or authorized to use the Online Banking and/or Online Bill Payment and Presentment Service.

## **1. Equipment and Software Requirements**

To use the Services, you need a personal computer ("PC") or Internet appliance with Internet access and a web browser, or other Internet-enabled device ("Web Access Device"). You are responsible for the set-up and maintenance of your Web Access Device. We are not responsible for any errors or failures from any malfunction of your Web Access Device or any virus or other problems related to the use of the Services. In order to access the Services, you will be required to use a web browser which uses encryption technology. Please contact us at **1-855-331-3221**, if you have questions about whether your browser version is supported.

You may use your Web Access Device to obtain balance and other information about your Accounts and to transfer funds between certain Accounts. You may also use your Web Access Device, if you sign up for Online Bill Payment and Presentment, to direct us to make Payments from your Funding Account to third parties ("Payees") whom you have selected in advance to receive Payments through the Service. Please refer to Addendum "A" for details on the Bill Pay and Presentment Service.

This agreement will remain in effect until terminated. It will automatically terminate if you cease to be a customer of the Bank, or if you fail to comply with any term or condition of this Agreement.

## **2. LIMITATION OF LIABILITY**

**NO WARRANTY.** We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Services provided to you under this Agreement. We do not and cannot warranty that the Services will operate without errors, or that any or all of the Services will be available and operational at all. We will make all commercially reasonable efforts to make the service available, however, the Bank is not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provided such as Microsoft (Microsoft Explorer browser), Mozilla (Firefox browser) by an internet access provider, or by an online service provider, nor will the Bank be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking account.

**OUR LIABILITY.** Our liability to you is explained in any agreements, notices, and disclosures that we separately provide to you from time to time regarding your Accounts. This section explains our liability to you only to the extent that our liability has not been separately disclosed to you by any of these agreements, notices, or disclosures. Under no circumstances will we have any liability to you for failing to provide you access to your Accounts through the Services. Furthermore, unless otherwise required by applicable law, we will only be responsible for performing the Services as expressly stated in this Agreement, and will only be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct in performing the Services. Further, in no event shall Katahdin Trust Company's liability exceed the amounts paid by you for the services provided to you through the Services.

**IN NO EVENT WILL WE HAVE LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT OR CONTRACT OR WHETHER WE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES.**

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- is not in accordance with any term or condition applicable to the relevant Services or Eligible Account;
- we have reason to believe may not be authorized by you or any third person whose authorization we believe it is necessary or involves funds subject to a hold, dispute, restriction or legal process we believe prevents their withdrawal;

- would result in Katahdin Trust Company exceeding any limitation of our intra-day net funds position established pursuant to present or future federal or state regulatory guidelines;
- would violate any applicable provision of any risk control program or applicable rule or regulation of applicable federal or state regulator;
- is not in accordance with any other requirement of our applicable policies, procedures or practices; or
- we have reasonable cause not to honor it for our or your protection.

**INDEMNIFICATION:** Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your Account, if you are an owner of an Account, you agree to indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with an Account or the performance of a Services. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Services by you or your authorized representative.

**THIRD PARTIES:** Except as specifically provided in this Agreement or where applicable law requires a different result, neither we nor our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, or that of an Internet browser provider such as Mozilla (Firefox browser) or Microsoft (Microsoft Explorer browser), or any other Internet browser provider, by an Internet access provider, by an online service provider or by an agent or subcontractor of any of them, nor will we or our service providers or other agents be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to the Services.

**VIRUS PROTECTION:** Katahdin Trust Company is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PCs and removable media using a reliable virus detection product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

You agree that the Bank will not be liable in any event for losses or damages that may arise from your failure to abide by the terms of this agreement.

### **3. Access to Online Banking Services**

In order to access the Online Banking Services, you must complete and submit an Online Banking Application. Only Authorized Users may access online Accounts. At the time of your initial access to the Online Banking Services, you will be prompted for several key pieces of information that allow the Online Banking System to identify you. You will then be allowed to define a Password. Please refer to other areas of this Agreement for details on system and password requirements.

Subject to the terms of this Agreement, you will generally be able to access your Accounts through the website seven days a week, 24 hours a day. At certain times, the Services may not be available due to an emergency, system maintenance or circumstances beyond our control.

#### **Linking Your Accounts:**

You can access as many of your Accounts as you wish through the Online Banking Service. If you use Retail Online Banking and your name appears in the first three name lines on an account, your account will automatically appear in your online Banking. If you use Business Online Banking, you must provide us with the account number(s) for each of the account(s) in order to access them online. You must have a User ID and Password to access all accounts for either Retail or Business Online Banking. At our discretion, we may limit functionality or remove accounts from appearing within your Retail or Business Online Banking.

#### **Information about Your Accounts:**

When you access your Accounts, you will be able to obtain information about any linked Account. You may obtain Account balances and summary information, available funds information, and posted and pending transaction information for the current statement period (beginning with the day your Account becomes active online). Any balances will include a date as of which the balance is current. Balances shown may include deposits still subject to verification by us. The balances shown also may differ from your records because they may not include deposits in progress, outstanding checks, or other withdrawals, Payments, or charges.

Once you begin Online Banking, you will have access to up to two years of history. Your statements are available going back up to eighteen (18) months. History information can be downloaded to your PC using Quicken®, Microsoft Money®, or spreadsheet software. Should you wish to download history information, you are solely responsible for the purchase, installation, and support of such software packages.

In addition to viewing Account information, you may use Online Banking to conduct the transfer of funds. You may make one-time Transfers or schedule future or recurring Transfers, such as Transfers to make loan payments.

#### **Limits on Transactions:**

There are limits imposed by law on the number of transactions you can make, including Online Banking transactions, from certain Accounts.

Please refer to Katahdin Trust Company's "Electronic Funds Transfers" disclosure for these limitations. If a hold has been placed upon deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

#### **4. Your Password**

You will establish and use a Password to obtain access to the Services. You accept responsibility for the confidentiality and security of your Password as detailed further in this Agreement, and agree to change your Password periodically. You agree to keep your Password in a secure location and physically separated from your Web Access Device. We recommend that you memorize your Password and not write it down. You should never leave your Web Access Device unattended while you are logged on.

You can change your Password at any time. For security purposes, after your Password is changed, we will confirm with you via e-mail that it was changed. Your password will not be included in the e-mail.

Be sure to enter uppercase and lowercase letters carefully because Passwords are sensitive to case (for example, NEWcar#1 will not be accepted in place of Newcar#1 and you will not gain access to the Service). Your access to the Services will be blocked in the event your Password is entered incorrectly on six (6) consecutive access attempts. You may use the Forgotten Password feature located on the log-in page (prior to being blocked from the service) or telephone Katahdin Trust Company's Electronic Banking Department toll-free at **1-855-331-3221**.

#### **Authorized Use of the Services by Other Persons:**

You are responsible for keeping your Password and Account data confidential. Because your Password can be used to access money in any of your Accounts and to access information about any of your linked Accounts, including reviewing account information, making transfers, or payments linked for Online Banking Access, you should treat your Password with the same degree of care and secrecy that you use to protect other sensitive personal financial data. You agree not to give your Password, or make it available, to any other person. **You are solely responsible for closely and regularly monitoring your accounts with the Bank and transactions through security and integrity of your web access device, including the use of commercially reasonable anti-virus and firewall safeguards.**

We are entitled to act on transaction instructions received using your Password, and you agree that the use of your Password will have the same effect as your signature authorizing the transaction. If you authorize other persons to use your Password in any manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization and changed your Password, and you are responsible for any transactions made by such persons until you notify us that transactions by that person are no longer authorized and we have a reasonable opportunity to act upon the notification.

Notwithstanding any of our efforts to the contrary you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and can potentially be monitored and read by others. If you suspect that your web access device has been compromised, lost or stolen please notify the Bank immediately by contacting us toll free at **1-855-331-3221** during regular business hours.

## **5. Business Day Disclosure**

Our normal business hours are 8 am to 5 pm on Business Days.

## **6. Making Transfers between Your Accounts**

You may use the Service to transfer funds between different eligible Katahdin Trust Company Accounts. An eligible Katahdin Trust Company Account is one linked to the Service that does not have withdrawal restrictions, such as a CD, or that does not require direct Bank update, such as a Passbook Savings Account. You cannot transfer funds **from** your Katahdin Trust Company installment loan or mortgage loan Account, but you may transfer funds to these Accounts, if you wish.

To schedule a Transfer of funds between your Accounts using a Web Access Device, you must first set it up by: (a) selecting the eligible Account from which the Transfer is to be made, (b) selecting the eligible Account to which the funds are to be transferred, (c) entering the amount to be transferred, (d) entering the Process Date for a single Transfer or, for Recurring Transfers, the Process Day on which you would like such Transfers to be processed during the specified recurring period.

You may schedule Recurring Transfers to recur in the same amount at regular weekly, semi-monthly, monthly, or other intervals.

You may schedule Transfer Process Dates for the current Business Day, for a future date, or for the same day of a specified recurring period. Recurring Transfers may result in Process Dates that fall on a weekend or holiday. Although you can enter Transfer information through the Services 24 hours a day, 7 days a week, Transfers are processed only on Business Days.

When a Process Day falls on a weekend or holiday, Transfers are processed on the following business day.

## **7. Cut-Off Times**

You may schedule a Transfer to be processed on the same day that you enter the Transfer information on the Service (a "Same Day Transfer"). A Same Day Transfer entered by 6 p.m. on a Business Day will be processed on the same Business Day. A Transfer entered after 6 p.m. will be processed on the following Business Day.

## **8. Future Transfers**

You may schedule a Transfer to be processed on any future Business Day (a "Future Transfer").

If you schedule a Transfer for a day that is not a Business Day, your transfer will be processed on the following Business Day.

## **9. Canceling or Changing Transfers**

Please refer to our "Electronic Funds Transfer Act Disclosure" for information on canceling or changing Transfers.

## **10. Removing Accounts**

If you would like to remove an Account from the Service, you must provide us with at least one (1) business day notice. You may contact us by:

- a. Using the secure email found on our website. Please do not use regular e-mail for this purpose because it is not secure.
- b. Calling the Electronic Banking Department at Katahdin Trust Company toll-free at **1-855-331-3221**, during regular business hours.
- c. Writing to us at Electronic Banking Department; Katahdin Trust Company; PO Box 36; Houlton, ME 04730.

## **11. Bill Payer Service**

Your enrollment in Online Banking gives you the opportunity to utilize Katahdin Trust Company's Online Bill Payment and Presentment Service which will allow you to schedule bill payments through the Internet. Please access this through the "Bill Pay" button within the Internet Banking System. There are additional terms and conditions you must agree to before you will be allowed to use this service.

## **12. Inactivity and Termination**

You are responsible for complying with all the terms of this Agreement and with the terms of the Agreements governing the Accounts which you access using the Services. We can terminate your Services under this Agreement without notification if you do not pay any fee required by this Agreement when due, or if you do not comply with the Agreement governing your deposit or loan Accounts, or your Accounts are not maintained in good standing.

We may terminate your Service(s) without notification if you do not sign on to the Services or have any transactions scheduled through the Services during any consecutive 90-day period ("inactivity"). If we terminate your Services because of inactivity, you must reapply for the Services before you will be able to again access the Services. If your account is deemed inactive and/or Katahdin Trust Company terminates your access to the Services, your online bill payment information will be lost.

To cancel the Online Banking Service and/or Online Bill Payment and Presentment Service, you must notify us and provide your name, address, and Social Security Number, and tell us whether you are discontinuing Online Banking, Online Bill Payment and Presentment or both, and the effective date to stop the Service. You may notify us by one of the following methods:

- a. By contacting us using our secure email found on our website. Please do not use e-mail to communicate confidential information, because Internet e-mail is not secure.
- b. By calling **1-855-331-3221**, 8:00 AM - 5:00 PM (EST), on a Business Day.
- c. By writing a letter and giving it to a Customer Service Representative at any branch location or sending it to the following address: Electronic Banking Department; Katahdin Trust Company; PO Box 36; Houlton, ME 04730.

## **13. Availability of Funds**

Please refer to our Funds Availability Policy disclosure as to when funds will be available from items deposited. This disclosure contains important information about additional matters such as special rules for new accounts and delays that we may impose on the availability of certain deposits.

## **14. Posting of Transfers**

Please refer to our Deposit Account Agreement for information regarding the posting of your transfers.

## **15. Overdraft and Set-Off**

Please refer to our Deposit Account Agreement for information regarding any overdraft services that may be available as well as our rights regarding set-off. We may utilize any set-off rights in connection with any account, including but not limited to linked accounts.

## **16. New Services**

We may introduce new services for Online Banking from time to time. The Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

## **17. Modifications to this Agreement**

We may modify the terms and conditions applicable to our Services from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our Account records, and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. You will be deemed to have received it three (3) days after it is sent.

We may send any notice to you via electronic mail and you will be deemed to have received it three (3) days after it is sent. The Website will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at any earlier time. If such a change is made, and it cannot be disclosed without jeopardizing the security of the System, this Agreement will be updated within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing using the Service. Changes to fees or terms applicable to Accounts are governed by the agreement otherwise governing the applicable Account.

We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

## **18. Assignment**

We may assign our interest in this Agreement to any now-existing or future direct or indirect subsidiary of Katahdin Trust Company. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or third parties. You may not assign this Agreement or your rights and responsibilities hereunder.

## **19. Disclosure of Information**

The circumstances under which we will disclose information about you, your Accounts or your use of the Service is set forth in the information that has been separately disclosed to you in the contracts, notices, and disclosures that have been separately provided to you in accordance with our Privacy Policy.

## **20. Governing Law**

This Agreement has been delivered to us and accepted by us in the State of Maine. Subject to the provisions of the next paragraph, any action or suit brought in connection with this Agreement or the transactions contemplated herein may be brought in a court of record in Penobscot or Aroostook County, Maine, the parties hereto irrevocably submitting and consenting to the non-exclusive jurisdiction of each thereof, and each party irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. IN THE EVENT OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE, YOU AND WE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ALL RIGHTS TO A TRIAL BY JURY AND AGREE THAT YOU OR WE MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE FOREGOING WAIVER.

Notwithstanding the foregoing, you and we agree that all disputes claims and controversies between you and us, whether individual, joint or class in nature and arising from this Agreement or otherwise, including without limitation, disputes sounding in contract or tort, shall be resolved in arbitration proceedings in Houlton, Maine, in accordance with the rules of the American Arbitration Association governing commercial arbitration. Such arbitration shall be commenced upon the written request of either party forwarded to the other in accordance with the notice provisions applicable to this Agreement and shall be conducted before a panel of three (3) arbitrators, one chosen by you, one chosen by us and one appointed by said Association. No act shall constitute a waiver of this arbitration agreement, including, without limitation, obtaining injunctive relief or a temporary restraining order; obtaining a writ of attachment or imposition of receiver, or exercising any rights related to property, including taking or disposing of such property with or without judicial process pursuant to the Uniform Commercial Code. Any disputes, claims or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, shall also be arbitrated, provided however that no arbitrator shall have the right or the power, including the enforceability of this arbitration provision and any claim to rescind, reform or modify this Agreement, to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction under the above paragraph of this section. Nothing in this Agreement shall preclude us from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding and the commencement of an arbitration proceeding



shall be deemed to be the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation and enforcement of this arbitration provision.

**21. Severability**

In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

**22. Complaint Resolution Procedure for Retail Accounts and Customers**

If you have a dispute with the Bank regarding your deposit account, contact the Bank's consumer complaint representative and attempt to resolve the dispute directly with the Bank. If the Bank fails to resolve the problem, write a letter detailing the problem and the resolution you are seeking to:

Consumer Outreach Program  
Maine Bureau of Financial Institutions  
36 State House Station  
Augusta, ME 04333-0036

To file a complaint electronically, you may contact the Bureau of Financial Institutions at the following Internet address:  
[www.maine.gov/pfr/financialinstitutions/complaint.htm](http://www.maine.gov/pfr/financialinstitutions/complaint.htm).

The Maine Bureau of Financial Institutions will acknowledge receipt of your complaint promptly and will investigate your claim. You will be informed of the results of their investigation.

By pressing the "Accept" button, you are agreeing to Katahdin Trust Company's Online Banking Terms and Conditions and you are agreeing to accept delivery of the Terms and Conditions electronically. If you desire, you may obtain an additional copy of the Terms and Conditions by visiting any Katahdin Trust Company branch office or by telephoning us toll free at **1-855-331-3221**.

3.28.2018