

## 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 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 must have software which permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader, to view electronic statements and disclosures. It is recommended to always use the latest software version.

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 Online Banking System. There are additional terms and conditions you must agree to before you will be allowed to use this service.

## 12. Alerts

Your enrollment in Katahdin Trust's Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Katahdin Trust account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the Alerts menu within Katahdin Trust's Online Banking and the More menu within Katahdin Trust's Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. 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. Katahdin Trust reserves the right to terminate its Alerts service at any time without prior notice to you.

**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 Katahdin Trust Online Banking message in-box, by an e-mail 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 informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop Alerts via text message, text **"STOP" to 99588 at anytime**. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Katahdin Trust's Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text **"HELP" to 99588**. In case of questions please contact customer service at **1-855-331-3221**. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** Katahdin Trust provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit 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 phone service provider, internet service provider(s) and other factors outside Katahdin Trust's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Katahdin Trust, 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.

**Alert Information.** As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

### **13. 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 Katahdin Trust Company employee at any branch location or sending it to the following address: Electronic Banking Department; Katahdin Trust Company; PO Box 36; Houlton, ME 04730.

### **14. 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.

### **15. Posting of Transfers**

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

### **16. 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.

### **17. 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.

### **18. 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.

#### **19. 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.

#### **21. 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.

#### **21. 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.

#### **22. 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.

#### **23. 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.

## **Katahdin Trust Company** **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 Katahdin Trust Company (hereinafter "we" or "us") in connection with the Account to Account Transfer Service (as defined below) offered through our online banking site or mobile applications (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 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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: PO Box 36, Houlton, ME 04730. You may also contact customer care at 1-855-331-3221 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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 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 for the Account to Account Transfer Service in the manner 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 for the Account to Account Transfer Service 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 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 cancel 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 statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account 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 of Maine, 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 a county in which we have a branch location. 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 its customer care personnel), the terms of the Agreement will prevail.

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**.