

Bath Savings Institution Online Agreement and Disclosure for Personal Accounts

Version 1.0, March 13, 2020

This Agreement between you and Bath Savings Institution governs your use of Bath Savings Institution's Online Services (Referred to as BSI Online). Subject to the terms of this Agreement, BSI Online allows you to access, view, manage, and conduct transactions on your eligible Account(s) with us through a personal computer. This agreement covers personal Accounts only. **Please read this Agreement carefully and save and/or print a copy for your records.** If you have any questions, you can speak directly with us by calling (800)447-4559.

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DEFINITIONS

In this Agreement, the following definitions apply:

- “you” and “your” mean the consumer and/or anyone else with the authority to deposit, withdraw, or exercise control over the Account, that has enrolled in BSI Online.
- “we”, “us”, “our”, and “Bank” mean Bath Savings Institution.
- “Account(s)” means any Deposit Account and/or Credit Account that you may have with us.
- “Agreement” means these Terms and Conditions of the BSI Online Service.
- “Applicable Law” means federal laws and regulations and, to the extent not preempted by federal law, the laws of the State of Maine.
- “Biller” is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.
- “Business Day” is every Monday through Friday, excluding state and/or Federal Reserve holidays or other days that banks are legally closed.
- “Check(s)” means a draft that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution, whether negotiable or not, and payable or endorsed to an individual, and includes Original Checks and substitute checks. Such term does not include non-cash items or items payable in a medium other than United States money.
- “Credit Account” means any home equity line of credit, home equity loan, installment loan, line of credit or mortgage that you maintain with us that was established for personal, family, or household purposes.
- “Deposit Account(s)” means any checking account, money market account, savings account, certificate of deposit, individual retirement account, or other deposit account that you have with us that was established for personal, family, or household purposes.
- “Due Date” is the date reflected on your Biller statement for which the payment is due. It is not the late date or grace period.
- “Mobile Deposit(s)” is an Original Check deposited electronically through a Mobile Device.
- “Mobile Device(s)” means a small hand held computing device, typically having a display screen with touch input and/or a mini keyboard. A handheld computing device has an operating system (OS), and can run various types of application software known as apps.
- “Original Check” means the first paper Check issued with respect to a particular payment transaction.
- “Payment Instruction(s)” is the information provided by you to the Bill Pay Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
- “Recipient Account” is the Account to which your funds will be credited.
- “Scheduled Payment” is a payment that has been scheduled through the Service but has not begun processing.
- “Scheduled Payment Date” is the day you want your Biller to receive your bill payment and is also the day your Transaction Account will be debited, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.
- “Transaction Account” means the Account from which your funds will be debited or to which funds will be returned.
- “Transfer Instruction(s)” is the information provided by you to the External Transfer Service for a transfer of funds to a Recipient Account.
- “United States Financial Institution(s)” means any person, located in the United States, engaged in the business of banking, a Federal Reserve Bank, a Federal Home Loan Bank, and/or to the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Service, or a State or local government.

I. OVERVIEW

A. Accepting the Agreement and Future Changes

When you use the BSI Online services described in this Agreement, you agree to the terms and conditions of this Agreement. Except as otherwise required by law, we may in our sole discretion change the terms of this Agreement from time to time. You will be notified on any changes to this Agreement. When you use the BSI Online after the effective date of any changes to this Agreement, you agree to the terms and conditions of the new version of the Agreement.

B. Relation to Other Agreements

This Agreement constitutes the agreement between you and Bath Savings Institution with regard to your use of BSI Online. In addition to this Agreement, your Account(s) may be affected by other agreements between us. Additionally, some BSI Online

services are governed by separate terms and conditions not contained within this Agreement. Accepting this Agreement does not change the agreements you already have with us governing your Accounts and unless otherwise noted, continue to apply regardless of anything contrary in this Agreement. For example, when you use BSI Online to access a Credit Account, you do so under the terms and conditions governing the agreement and disclosure for that Account. You should review those agreements for any applicable fees, for limitations on the number of transfers you can make, and for other restrictions that might affect your use of that Account through BSI Online. Additionally, your use of BSI Online is subject to the terms and conditions of our Deposit Account Agreement, Electronic Fund Transfer disclosures, Service Fee Schedule, and any additional agreements you have agreed to, or may agree to in the future.

C. Computer Requirements

In order to access BSI Online, you will need a computer and related internet access equipment. You are responsible for installing, maintaining, and operating appropriate computer equipment and all related charges. We are not responsible for any errors or failures caused by malfunction of your computer equipment or for problems caused by your internet service provider. We also are not responsible for loss or damage from its use, including damage from any computer virus or any related problems that may be associated with your use of BSI Online. You are responsible for all internet access fees/charges and telephone charges incurred by you in connection with your use of BSI Online.

You must also use the operating system(s) and software that satisfies all technical specifications and other requirements that we and/or our service provider(s) establish and specify. We and/or our service provider(s) may change these specifications and/or requirements from time to time. We are not responsible for providing, maintaining or servicing your computer or any other equipment for you.

D. Copyright and Trademarks

The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Bath Savings Institution website, BSI Online, and any proprietary software of our licensors and service providers are protected under applicable copyrights, trademarks and other proprietary rights. The copying, redistribution, use or publication by you of any part of our website or BSI Online, except as allowed by this Agreement, is strictly prohibited. Without limiting the effect of the foregoing, you do not by virtue of this Agreement acquire ownership rights to any content, software, document or other materials accessed through BSI Online or the Bath Savings Institution website. You agree that you will not alter, modify, change, translate, create derivative works from, reverse engineer, disassemble, or decompile the technology or services within BSI Online. The posting of information or materials on the Bath Savings Institution website does not constitute a waiver by Bath Savings Institution of any proprietary or other right in such information and materials.

E. Service Availability

BSI Online is available virtually any time of day or night, seven (7) days a week. However, you understand that BSI Online may be temporarily unavailable due to record updating, technical difficulties, system maintenance, and power or internet failures. In addition, for security and/or regulatory reasons, we may block your access to BSI Online.

II. BSI ONLINE SERVICES

A. Overview

The types of online banking services offered through BSI Online are described generally in this Agreement and may change from time to time. Some services offered through BSI Online are governed by separate terms and conditions. If you elect to enroll in those services, you agree to the separate terms and conditions.

You may perform the following functions using BSI Online:

1. View current balance information for your Bath Savings Institution checking accounts, savings accounts, certificate of deposits, and loans.
2. Transfer funds between your eligible Bath Savings Institution Accounts on either a one-time or recurring basis.
3. Transfer funds between your eligible Bath Savings Institution Accounts and you accounts at other United States Financial Institutions (subject to availability).
4. Enroll in eStatements and receive eligible Account statements.
5. Review current and past account transactions occurring during a minimum of the prior thirty (30) days.
6. Download account information for use with other personal financial management software (e.g., Intuit's QuickBooks).
7. Use person-to-person payment service to transfer funds to individuals or request and receive funds from individuals.
8. Initiate Bill Pay services to receive bills from participating Billers and make payments to Billers.
9. Access Mobile Banking.
10. Electronically deposit checks through Bath Savings Institution's mobile application.
11. Receive automatic account alerts.
12. Order checks.

13. Optional account alerts.
14. Other online banking services that become available.

B. Enrolling in and Use of BSI Online

To enroll in and use BSI Online you must:

1. maintain at least one consumer Deposit Account or consumer Credit Account with us;
2. complete the online registration including selecting a BSI Online Access ID and Password; and,
3. log out of your BSI Online Account when ending your session.

C. BSI Online Access ID and Password

Your BSI Online Access ID, Password, and enhanced authentication security are used to authenticate you when you access, manage, and conduct transactions through BSI Online. You agree that we rely on your BSI Online Access ID, Password, and enhanced authentication security to identify you when you use BSI Online, and consider it as the equivalent of your signature authorization for any transactions you initiate through BSI Online.

We will not contact you via email or phone requesting your BSI Online Access ID or Password.

You agree to not give, or make available, your BSI Online Access ID and Password to any other person. Notwithstanding the foregoing, you acknowledge and agree that if you permit someone to use BSI Online or provide them with your BSI Online Access ID or Password, you are authorizing them to use BSI Online in your name and you are responsible for any transactions they perform, even those transactions you did not intend or want performed.

If you believe that your BSI Online Access ID or Password has been lost or stolen and/or that someone may attempt to use BSI Online and/or its service without your consent or has transferred money without your permission, you must notify us at once by calling (800)447-4559.

D. Internal Account Transfers or Payments

You can make transfers and payments between eligible Accounts in one of two ways:

1. one-time; or
2. recurring.

Transfers from or to passbook savings or certificate of deposit accounts are not permitted online.

One-time transfers and payments are used for transfers between your eligible Accounts with us, which occur on an infrequent or irregular basis, or which vary in amount. You must separately authorize each one-time transfer and/or payment.

Recurring transfers and payments allow you to preauthorize a payment or transfer in regular intervals, for example to make a loan payment, or when you want to transfer the same amount at regular intervals, for example, from an eligible checking account, to your eligible savings account.

We reserve the right to limit the frequency and dollar amount of transfers for security reasons. You may transfer any amount of your available balance (as defined in the Deposit Account Agreement) per transaction, as long as the transaction does not cause the available balance in your Account to be less than zero.

We recommend that you do not set up transfers from savings and money market accounts, as those transfers will count towards the six (6) transfers or payments allowed from those accounts each statement cycle.

You agree to refer to our Electronic Funds Transfer Disclosure for additional information on the terms and conditions and your rights and responsibilities associated with using this service.

E. External Transfers

Subject to availability of the External Transfer Service within BSI Online, we, through one or more of our service providers, allow you to transfer funds between your eligible Account(s) at the Bank and your account(s) you maintain at other United States Financial Institutions. You agree to refer to our Electronic Funds Transfer Disclosure for terms and conditions and your rights and responsibilities associated with External Transfers. In addition, the following terms and conditions shall also apply to your use of the External Transfer Service within BSI Online:

1. You represent and warrant that you are the owner (and not joint tenant) of the Transaction Account and the Recipient Account and that you have all necessary legal right, power and authority to transfer funds between the Transaction

Account and the Recipient Account. Further, you represent and warrant that the Recipient Account is located in the United States.

2. When we receive a Transfer Instruction from you, you authorize us to debit your Transaction Account and remit funds on your behalf to your Recipient Account. You also authorize us to reverse a transfer if the debit is returned for any reason, including but not limited to nonsufficient funds.
3. When we receive a Transfer Instruction from you, it will take up to three (3) days for your transfer to post to your Recipient Account.
4. 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:
 - a. If through no fault of ours, the Transaction Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your Transaction Account;
 - b. The External Transfer Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
 - c. You as a sender have not provided us with the correct information, including but not limited to the correct Transaction Account and/or Recipient Account information; and/or,
 - d. 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.
5. It is your responsibility to ensure the accuracy of any information that you enter into the External Transfer Service, and for informing us as soon as possible if you become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a transfer made to the wrong Recipient 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. We reserve the right to limit the frequency and dollar amount of transfers for security reasons. You may transfer any amount of your available balance (as defined in the Deposit Account Agreement) per transaction, as long as the transaction does not cause the available balance in your Transaction Account to be less than zero.
7. We reserve the right to refuse any transfer to a Recipient Account. We will notify you promptly if we decided to refuse to transfer funds to a Recipient Account.
8. Applicable fees associated with the External Transfer Service will be disclosed within the user interface. Additional fees in accordance with any account agreements you have with us and/or our Service Fee Schedule may apply. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Account you hold with us.

F. Mobile Deposit

Bath Savings Institution offers a Mobile Deposit Service for the electronic clearing of paper checks. The Mobile Deposit Service is designed to allow you to make deposits of paper checks to your Deposit Account with the Bank by using an eligible camera enabled Mobile Device to capture images of the paper checks and transmitting the digital images and associated deposit information to us, or our service providers with your Mobile Device.

1. Eligibility

To access the Mobile Deposit Service you must:

- Maintain an eligible Deposit Account with us;
- Be enrolled in BSI Online;
- Have an eligible camera enabled Mobile Device and a compatible wireless carrier; and,
- Any other criteria that we deem appropriate and necessary in our sole discretion.

We may suspend or terminate your use of the Mobile Deposit Service at any time and without prior notice to you, unless otherwise required by applicable law.

2. Your Representations and Warranties

Each time you photograph and submit check images of the front and back of the Original Check for deposit through the Mobile Deposit Service, you represent and warrant that:

- each check image submitted is a complete and accurate image of the front and back of the Check and accurately represents all of the information on the front and back of the Check as of the time you converted the Check to a check image;

- the check image is not a Prohibited Check as listed within this Agreement;
- the check image contains all endorsements applied by parties that previously handled the Check in any form for forward collection or return; and,
- the check image meets all transfer and presentment warranties made under applicable law and the account agreement.

3. Service Fee and Additional Charges

Currently we do not impose any fees for the Mobile Deposit Service. However, we may charge you other fees, such as returned deposit item fees and overdraft fees, in accordance with our Service Fee Schedule or other notice to you.

We reserve the right to impose fees for the Mobile Deposit Service in the future and we will notify you of any such fees prior to implementing them, to the extent required by applicable law. Your use of the Mobile Deposit Service after the effective date of any fee changes shall constitute your agreement to such fee changes.

4. Mobile Deposit Limits

The Bank reserves the right to establish and assign to you deposit limits for the Mobile Deposit Service and may change limits at any time at our discretion. Our current Mobile Deposit limit is \$2,500.00 per day.

5. Prohibited Checks

You agree to photograph and deposit only "checks" as defined in the Federal Reserve's Regulation CC, 12 C.F.R. Part 229. You also agree that you will not photograph and attempt to deposit any of the following:

- Checks drawn on financial institutions located outside of the U.S;
- Checks not payable in U.S. dollars;
- Checks dated more than six (6) months prior to the date of deposit or post-dated (made payable at some point in the future);
- Checks payable to any person or entity other than you (e.g., payable to another party and then endorsed to you);
- Checks payable to you and another party who is not joint owner on the Account;
- Checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
- Checks that have been previously deposited through the Mobile Deposit Service or deposited through a similar service at another financial institution; and,
- Travelers checks, savings bonds, money orders or postal money orders.

6. Procedures and Endorsements

Each image must provide all of the information that is contained on the front and back of the Original Check at the time presented to you by the payor, including, but not limited to, the following information:

- information about the payor and the paying bank that is preprinted on the Original Check;
- the numerical encoded information on the bottom of the check;
- the payor's signature(s); and,
- all required endorsements applied to the back of the Original Check.

Endorsements must be made on the back of the check within 1 ½ inches from the top edge. Your endorsement must be legible. A check payable to two payees must be endorsed by both payees. We recommend that you restrictively endorse the check. For example, we recommend that a check payable to the order of Jane Smith be endorsed: Jane Smith For Mobile Deposit Only. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

7. Receipt of Check Image

We are not responsible for check images we do not receive. A check image will be deemed received by us only when we provide you with an online confirmation. A confirmation is not a representation that the check image will be presented for payment or will be honored by any paying bank. All deposits received by us are subject to verification and final inspection and may be rejected by us in our sole discretion, and you shall be liable to the Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against us relating to such deposits.

We shall have no liability to you for the rejection of a Mobile Deposit including but not limited to, any service, overdraft or late charges that may be imposed against you.

We normally provide notice of rejected deposits, but we may reject any Check transmitted through the Mobile Deposit Service in our sole discretion without notice to you, and we will not be liable for any such rejection or failure to notify you of such rejection. If we reject a Check for Mobile Deposit, you must physically deposit the Original Check.

8. Availability of Funds

We generally apply the Funds Availability Policy found in the Deposit Account Agreement and Disclosure to check images received through the Mobile Deposit Service. Mobile Deposits confirmed and received before 2:00 p.m. ET on Monday through Friday (except state and/or federal holidays) will be considered deposited on that day. Mobile Deposits confirmed and received after 3:00 p.m. ET on Monday through Friday (except state and/or federal holidays) will be considered deposited on the next Business Day as defined within the Deposit Account Agreement and Disclosure.

In the event that the bank is closed due to inclement weather, Mobile Deposits will be considered deposited on the next business day in which we are open.

9. Returned Deposits

As with any non-cash deposit, credit to your Account for any check deposited using the Mobile Deposit Service is provisional. If an Original Check deposited through the Mobile Deposit Service is dishonored, rejected or otherwise returned unpaid for any reason, including without limitation issues relating to the quality of the image that you have transmitted to us, you will receive an image, reproduction or substitute of the Original Check and we will charge the deposit amount back to your Account. As with any returned item, you will be responsible for reimbursing us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. You are prohibited from attempting to deposit or otherwise negotiate an Original Check through Bath Savings Institution if it has been charged back to you. You may be able to negotiate a returned item in person, and should speak to a customer service representative at any of our branches if you require such assistance.

We may process your check image by converting it into a substitute check. In the event that the check image is returned unpaid, you will only receive a copy of the substitute check or image.

We may debit any of your Deposit Accounts to obtain payment for any Check that has been rejected, returned, or adjusted, whether or not the rejection, return, or adjustment was made timely.

10. Retention of Original Check

Once your check image has been credited to your Account, you must retain the Original Check securely for forty-five (45) days; and then properly dispose of it (shred/incinerate) or mark it "VOID". You will promptly provide any retained item, or sufficient copy of the front and back of the item to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for the Bank's audit purposes.

You agree to never deposit the Original Check or present the Original Check to us or anyone else for payment. You are responsible for any loss if an Original Check is presented for payment at a later time or has already been paid.

11. Mobile Deposit Errors

You agree to notify us of any suspected errors regarding Checks deposited through the Mobile Deposit Service as defined in the Deposit Account Agreement and Disclosure.

G. Bill Pay

We, through our service provider CheckFree®, allow you to schedule bill payments through BSI Online. Additional terms and conditions govern CheckFree® and are available when enrolling in the Bill Pay Service and within the Bill Pay Service user interface. In addition to the CheckFree® terms and conditions, this agreement and the following additional terms and conditions shall also apply to your use of the Bill Pay Service within BSI Online. Except as otherwise set forth in this Agreement, to the extent this Agreement, including any definitions contained in this Agreement, shall conflict with the CheckFree® terms and conditions, this Agreement and any amendment hereto from time to time shall control and supersede the same, but only to the extent necessary to resolve the conflict.

12. Bill Payment Scheduling

The earliest possible Scheduled Payment Date for each Biller will be designated within the application when you are scheduling the payment. Therefore, the application will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated in the application. When scheduling bill payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day; if the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period.

13. Payment Authorization and Payment Remittance

By providing the Bill Pay Service with names and account information of the Biller to whom you wish to direct payments, you authorize the Bill Pay Service to follow the Payment Instructions that it receives through the payment system. In order to process payments more efficiently and effectively, the Bill Pay Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Bill Pay Service receives a Payment Instruction, you authorize the Bill Pay Service to debit your Transaction Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. The Bill Pay Service may debit your Transaction Account prior to your Scheduled Payment Date so that funds arrive as close to the Scheduled Payment Date designated by you. You also authorize the Bill Pay Service to credit your Transaction Account for payments returned to the Bill Pay Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another user of the Bill Pay Service. The Bill Pay Service will use its best efforts to make all your payments properly. However, the Bill Pay Service shall incur no liability and any service guarantee described in the CheckFree® terms and conditions shall be void if the Bill Pay Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Bill Pay Service, your Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Bill Pay Service about the malfunction before you execute the transaction;
3. You have not provided the Bill Pay Service with the correct Transaction Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Bill Pay Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Bill Pay Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Bill Pay Service causes an incorrect amount of funds to be removed from your Transaction Account or causes funds from your Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, the Bill Pay Service shall be responsible for returning the improperly transferred funds to your Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

14. Payment Methods

The Bill Pay Service provider reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods include, but are not limited to, an electronic payment, an electronic check payment, or a laser draft payment.

15. Cancellation Requests

For the Bill Pay Service only, you may cancel or edit any Scheduled Payment by following the directions within the application. There is no charge for canceling or editing a Scheduled Payment. Once the Bill Pay Service has begun processing any bill payment, it cannot be cancelled or edited; therefore, a Bill Pay Service stop payment request must be submitted.

16. Stop Payment Requests

The ability to process a stop payment request will depend on the bill payment method and whether or not the check has cleared. The Bill Pay Service may also not have a reasonable opportunity to act on any stop payment request after a bill payment has been processed. If you desire to stop any bill payment that has already been processed, you must contact us. Although we will make every effort to accommodate your request, we will have no liability for failing to do so. The charge for each stop payment request will be the current charge for such service as set out in our Service Fee Schedule.

17. Discontinuing BSI Online Bill Pay Service

If at any time you wish to cancel your BSI Online Bill Pay Service, please inform us in writing at Bath Savings Institution, P.O. Box 548, Bath, ME 04530-0548. We cannot cancel the Bill Pay Service until all pending payments have cleared. If you have pending payments and do not want to wait for them to clear, you may individually delete these future payments.

18. Service Fee and Additional Charges

We may charge you fees, in accordance with our Service Fee Schedule or other notice to you. Any applicable fees will be charged regardless of whether the Bill Pay Service was used during a statement cycle. There may be a charge for additional transactions and other optional services. You agree to pay such fees and charges and authorize us or the Bill Pay Service to deduct the fees and charges from your Account with us.

19. Bill Delivery and Presentment

This feature provides you with the ability to request to receive bills electronically from certain Billers. It is your responsibility to contact your Billers directly if you do not receive your statements. In addition, if you elect to activate one of the Bill Pay Service's electronic bill options, you also agree to the following:

a. Information Provided to the Biller

The Bill Pay Service is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, with the electronic Biller. Any changes will need to be made by you contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. The Bill Pay Service may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about the Bill Pay Service and/or bill information.

b. Activation

Upon activation of the electronic bill feature, the Bill Pay Service may notify Billers, as applicable, of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills. We do not make or participate in this decision.

c. Authorization to Obtain Bill Data

Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to obtain bill data from the Biller on your behalf, and you appoint us as your agent for this limited purpose. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

d. Notification

The Bill Pay Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Bill Pay Service, the Bill Pay Service may send an email notification to the email address listed for your Account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically log-on to the Bill Pay Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

e. Cancellation of Electronic Bill Notification

The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. The Bill Pay Service will notify your electronic Biller(s) as to the change in status of your account, and it is your sole responsibility to make arrangements for an alternative form of bill delivery. The Bill Pay Service will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

f. Non-Delivery of Electronic Bill(s)

You agree to hold the Bill Pay Service and the Bank harmless should the Biller fail to deliver your billing statement(s). You are responsible for ensuring timely payment of all bills and we are not responsible for any late charges or other adverse consequences. Copies of previously delivered bills must be requested from the Biller directly.

g. Accuracy and Dispute of Electronic Bill

Neither the Bill Pay Service nor the Bank is responsible for the accuracy of your electronic bill(s). The Bill Pay Service and the Bank are only responsible for presenting the information that the Bill Pay Service receives from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail, or questions about your bill details, must be addressed with the Biller directly.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

H. Automatic Online Banking Alerts

For security purposes, we may automatically send you email when certain changes or events occur on you BSI Online account. For example, you may receive an email if your BSI Online email or password is changed through BSI Online. If you suspect a change was unauthorized or fraudulent, you should contact us at once by calling (800)447-4559.

I. Optional Online Banking Alerts

BSI Online allows you to sign up to receive informational email and/or text alerts when certain events occur, such as when your balance falls below a specified amount. You are responsible for updating your email or phone number to ensure alerts are delivered. We will do our best to provide alerts that are timely and accurate. However, due to a variety of factors we do not guarantee the delivery or accuracy of alerts. We reserve the right to terminate Optional Banking Alerts at any time.

J. Mobile Banking

In addition to accessing BSI Online through a web browser, we also offer a mobile banking application that will allow you to conduct certain activities and transactions. Some Mobile Devices may not be supported by the mobile banking application. In addition to the terms outlined with this Agreement, the use of mobile banking is subject to additional terms and conditions. The additional terms and conditions will be presented to you upon enrollment of the mobile banking application. By using mobile banking, you understand and agree that the mobile banking terms and conditions are incorporated into and are considered part of this Agreement.

K. Financial Management (FM) Software

You may supplement BSI Online by use of a one-way connection ("Web Connect") from BSI Online to certain FM software (e.g., Quicken® or QuickBooks®) which allows you to automatically download transactions and match them with existing transactions from your FM software. You may also access BSI Online by direct connection ("Direct Connect") using FM software. Direct Connect provides for two-way connectivity, which allows you to automatically download transactions and match them with existing transactions.

If you choose to use FM software, you must purchase this software from the software manufacturer or a retailer of your choice. You must agree to the terms and conditions of the software license agreement(s) during the activation of the FM software. You are responsible for the correct set-up and installation of the FM software, as well as maintenance, updates and upgrades to the FM software and/or your computer. We are not responsible for any problems related to the FM software itself, your computer or your ability to connect using the FM software as described in this Agreement.

You are responsible for transfers and payments that you authorize using the FM software. If you permit other persons to access BSI Online using FM software, you are responsible for all transactions they authorize. You should verify all Account data obtained and transactions executed on your Accounts using FM Software.

L. eStatements

You may enroll in eStatements to receive your Account statements and regulatory and legal notices online rather than receiving them via regular mail. Once enrolled, at our sole discretion, you will receive future Account statements and regulatory and legal notices electronically. eStatements and regulatory and legal notices can be printed or saved to your computer for your convenience. You may opt out of receiving Account Statements and regulatory and legal notices electronically at any time by calling us at (800)447-4559.

You will only receive one notice when your eStatement(s) and/or regulatory and legal notices become available within BSI Online. The notice will be sent to the specific email address selected and confirmed by you during online banking enrollment. The notice will be deemed a sufficient and effective delivery and notice to you and all owners of the Account, whether or not you received, accessed or reviewed the email notice and/or specific electronic document within BSI Online. No other notice will be sent. You must keep your email address current and can modify the email address through BSI Online.

Regulatory notices you may receive online after enrolling in eStatements include without limitation, change of terms notices, privacy statements, service notifications, and legally required notices under one or more of the following: Electronic Fund

Transfer Act and Regulation E, Equal Credit Opportunity Act and Regulation B, Fair Credit Reporting Act, Federal Deposit Insurance Act, Funds Availability Act and Regulation CC, Internal Revenue Code, Truth in Savings Act and Regulation DD, Truth in Lending Act and Regulation Z, and Uniform Commercial Code.

III. OTHER TERMS AND CONDITIONS

A. Fees

We do not currently charge you a fee for accessing BSI Online. However when you use certain BSI Online services (e.g., Bill Pay, External Transfers) we may charge you fees, in accordance with our Service Fee Schedule or other notice to you. You may also incur internet service provider fees, mobile device service and texting provider fees, and software fees to access BSI Online.

B. Hyperlinks

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

C. Assignment and Delegation

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

D. Applicable Law and Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of the State of Maine.

E. No Waiver

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

F. Severability

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

G. Amendments

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

H. Suspension and Termination

We may suspend or terminate your use of BSI Online at any time for any reason or no reason, including if you have not used BSI Online within the most recent 180 days.

I. Calls to You

You consent to receiving autodialed and prerecorded message calls from us for non-marketing purposes. For example, we or our service provider(s) may contact you in connection with validating or processing a transaction that you've requested through BSI Online.

J. Customer Indemnification

In addition to the other indemnification provisions set forth in this Agreement, you agree to indemnify, defend and hold us harmless, the Bank and officers, employees, and agents, our licensors and service providers, and their respective officers, employees, and agents against any and all suits, proceedings, claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees and expenses arising from your use of BSI Online.

K. No Warranties

BATH SAVINGS INSTITUTION AND ITS SERVICE PROVIDERS AND AGENTS DO NOT MAKE ANY, AND EXPRESSLY DISCLAIM ANY, WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, WITHOUT BREACHES OF SECURITY OR WITHOUT DELAYS UNLESS SUCH WARRANTIES IS PROHIBITED BY APPLICABLE LAW.

L. Limitation on Liability

IN NO EVENT SHALL WE OR OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR VENDORS BE LIABLE TO YOU FOR ANY LOSS INCURRED, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL, INCLUDING LOST PROFITS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, INJURY, OR DAMAGES. IF YOUR JURISDICTION DOES NOT ALLOW THIS EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE EXCLUSION OR LIMITATIONS MAY NOT APPLY TO YOU.

M. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSACTIONS

Call us at (800)447-4559 or write to us at immediately at Bath Savings Institution, P.O. Box 548, Bath, ME, 04530-0548 if you think:

- your statement or transaction record is wrong, or
- you need more information about a transaction listed on the statement.

We must hear from you no later than sixty (60) days after the date we sent you the FIRST statement on which the problem or error appeared.

If you tell us verbally, we may require you to send us your complaint or question in writing within ten (10) Business Days.

When you contact us, you should:

- Tell us your name and Account number,
- Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information, and
- Tell us the date and dollar amount of the transaction in question.

We will tell you the results of our investigation within ten (10) business days (20 business days if the transfer involves a transfer to or from an Account within 30 days after the first deposit to the Account was made) after we hear from you and will promptly correct any error we have made. If we need more time, however, we may take up to forty-five (45) days (90 days if the notice of error involves a transfer that was not initiated in a State or occurred within 30 days after the first deposit to an Account) to investigate your complaint or question. If we decide to do this, we will provisionally credit your Account within ten (10) business days (20 business days if the transfer involves a transfer to or from an Account within 30 days after the first deposit to the Account was made) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we reserve the right to not credit your Account.

If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.