SACO & BIDDEFORD SAVINGS INSTITUTION PERSONAL EXTERNAL TRANSFER SERVICE AGREEMENT & DISCLOSURE

PLEASE READ THESE TERMS CAREFULLY. BY USING THE EXTERNAL TRANSFER SERVICE, YOU ACKOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Saco & Biddeford Savings Institution ("Bank," "we," "us" and "our") makes the Personal External Transfer Service (the "Service") available to individuals (natural persons) that use the Service for personal, family or household purposes, if they are enrolled in our Personal Online Banking Service and have agreed to our Personal Online Banking Service Agreement and Disclosure (the "Agreement"). The terms and conditions of the Agreement are incorporated by reference into and made a part of the terms and conditions set forth in this Personal External Transfer Service Agreement & Disclosure ("Terms"). In the event of a conflict between the Agreement and these Terms concerning the Service, these Terms shall control. Any capitalized terms not defined in these Terms shall have the meanings provided in the Agreement.

You understand and agree that the Agreement includes disclosures of your rights and responsibilities and our responsibilities with regard to electronic fund transfers, and you acknowledge and agree that any electronic fund transfers conducted through the Service are subject to those disclosures.

1. Scope; Eligibility. These Terms are between the eligible Bank customer who enrolls in the Service ("you" and "your") and the Bank, and govern your use of the Service. You must be enrolled in Online Banking in order to enroll in and use the Service. By using the Service, you agree to these Terms and (after their effective date) any changes in such Terms, as they apply to your use of the Service.

The Service allows you to transfer funds from your account(s) at the Bank (your "SBSI Account(s)") to your account(s) at any other U.S. financial institution (your "External Account(s)") or to transfer funds from your External Account(s) at any other U.S. financial institution into your SBSI Account(s) (each an "External Transfer"). Each External Transfer must be permitted by the financial institution that holds the External Account and by Applicable Law.

- **2. Acceptance of Terms.** If you do not click on the "Continue" button and agree to all of these Terms, you will not be entitled to use the Service. We reserve the right to change these Terms in our sole discretion at any time; however, we will notify you of any material change to these Terms. In most cases, you will receive the notice within Online Banking the next time you log in; however, we reserve the right to notify you by e-mail or by U.S. Mail, in our discretion. You agree that if you continue to use the Service after we notify you of any change, you thereby accept the changes to these Terms and agree to be bound by these Terms, as amended. If you do not accept and agree to the changes to these Terms, you will not be entitled to use the Service. You can review, download and print the most current version of these Terms at any time by clicking on "External Transfer Service Agreement" within Online Banking. If you do not agree to the changes, or if at any time you wish to discontinue your use of the Service, you can remove your External Accounts from the Service. Once your SBSI Account has been closed or terminated for any reason, you will have no further right or access to use the Service.
- **3. Information Authorization** When you enroll in the Service, we will verify your External Accounts that you add to the Service. You authorize us to validate the External Accounts through the use of a test transfer, in which one or more low value payments will be both credited to and debited from the

External Account. The test credit will always occur before the test debit and will always be of the same or lesser amount, so that the balance in any of your External Accounts will never be less than the actual balance.

Once the test transfer is complete, we will ask you to access your External Account to tell us the amount of the test credit or debit or any additional information reported by the financial institution that holds your External Account with this test transfer. You will have forty-five (45) days to complete this request. We may also verify External Accounts through requiring the entry of information you ordinarily use to access the External Account provider's website, or by requiring you to submit proof of ownership of the External Account.

Not all types of accounts are eligible for the Service. Be sure to check with the financial institution that holds your External Account for restrictions regarding transfers among your retirement (401k, IRA, etc.), savings, trusts, loans, custodial, business, corporate and other account types. We are not responsible for any costs or losses incurred from fund transfers that are not permitted under such restrictions by the provider of your External Account or those imposed by Applicable Law.

4. Privacy Policy and Confidentiality. Your privacy and security are important to us, and we are committed to safeguarding any information that you share with us. In order to provide the Service, we must obtain from you certain personal information about you, your External Accounts, and your transactions (referred to herein as "User Information"). You represent that you have the right to provide such User Information and that you give us the right to use the User Information in accordance with our Privacy Policy.

All of your personal and financial information will be placed on a secure portion of our website. We do not use any persistent "cookies" on the browser to store any personal information. We have multiple levels of security that have been designed especially for us. You can see a full description of our privacy policy by clicking on "Privacy Policy".

- **5. Types of Transfers.** You may use the Service to transfer funds between any SBSI Accounts and any External Accounts about which you have provided the necessary information. Some of these services may not be available at all times. We may from time to time make available additional or new features to the Service, including but not limited to, a next day service and a higher limit service. Please ensure that you have sufficient funds to effect any External Transfers from your SBSI Accounts. We may at any time decline to effect any External Transfers that we believe may violate Applicable Law.
- **6. Cancelling Scheduled External Transfers.** External Transfers scheduled for the same day will process immediately and may not be cancelled or modified. You may cancel a future-dated one-time or recurring External Transfer at any time before the status of the External Transfer is marked "processed" in Online Banking.
- **7. Scheduling Transfers**. External Transfers can be scheduled (or initiated) on either a one-time basis or a recurring basis. One-time External Transfers may be immediate or scheduled for a future date. Recurring External Transfers may be set up when the same amount is transferred at regular intervals. One-time, future-dated or future recurring External Transfers scheduled for a non-Business Day will be processed on the next Business Day. All other one-time, future-dated and recurring External Transfers will be processed at the end of the Business Day requested. Inbound External Transfers and Outbound

External Transfers may be scheduled as immediate transfers, one-time future-dated transfers, and future recurring transfers.

- **8. Frequency of Transfers.**We do not limit the number of External Transfers you may make; however, the limitations on online transactions from your Savings and Money Market Accounts (as set forth in the Agreement) apply. For security and risk management reasons we may impose a limit or modify the limit on the frequency of transfers you can make using the Service from time to time.
- **9. Dollar Amount of Transfers.** The following limits apply to External Transfers based on the level of service we have approved for you:

Service Level	Per Transfer Limit	Daily Limit
Standard	\$2,500.00	\$2,500.00
Silver	\$5,000.00	\$5,000.00
Gold	\$10,000.00	\$10,000.00
Platinum	\$40,000.00	\$40,000.00

We reserve the right to change from time to time the dollar amount of External Transfers you are permitted to make using the Service. Without limiting the foregoing, in the event that your use of the Service has been suspended and reinstated as provided in **Section 14**, you understand and agree that your use of the Service thereafter may be subject to lower dollar amount limitations than would otherwise be permitted by us.

- **10. Fees.** A fee of **\$2.95** will be assessed for each External Transfer from your SBSI Account to an External Account. We will provide advance notice of any changes to the fees and charges related to the Service as required by law. By continuing to use the Service after you have been notified of such changes, you agree to pay all fees and changes we impose. You authorize us to charge your SBSI Account to cover your fees and charges. You also authorize us to charge you according to our then-current Notice of Account Fees. If we are unable to recover your fees and charges from your SBSI Account, you understand and agree that we have the right to set off the amount you owe us from any other account you hold with us
- 11. Transfers Subject to the Rules of the Accounts. All External Transfers are also subject to the rules and regulations governing your SBSI Accounts, and the rules and regulations governing your External Accounts. You agree not to initiate any External Transfers that are not allowed under the rules or regulations applicable to your SBSI Accounts and/or your External Account including, without limitation, rules or regulations designed to prevent the transfer of funds in violation of OFAC regulations.
- **12. Rejection of Transfers.** To the extent permitted by Applicable Law, we reserve the right to decline to execute any External Transfers, to submit External Transfer instructions or orders or to carry out change or cancellation requests.
- **13. Authorization.** You authorize us to select any means to execute your External Transfer instructions. You understand that to execute your External Transfer instruction, we generally utilize the Automated Clearing House (ACH). Using applicable ACH Rules, we debit your selected SBSI Account and credit your selected External Account, or debit your selected External Account and credit your selected SBSI Account. Once the debit has occurred, we credit our service provider's transfer account at the service

provider's clearing bank. After our service provider and/or its clearing bank are reasonably certain that the debit will not be returned (in most cases this is usually between 1-3 Business Days), our service provider will credit your SBSI Account or your External Account (as applicable). The sole purpose for our service provider's transfer account is to complete your External Transfer requests and for performing the services within the scope of these Terms. The service provider earns no interest on the funds in the transfer account. If the debit portion of the External Transfer fails or is returned for any reason and the credit portion of the External Transfer has been released and cannot be collected, you authorize us or our service provider to collect the amount of the External Transfer (or a lesser amount) from the SBSI Account or External Account to which the credit portion of the External Transfer was sent. There may be a fee associated with such collection imposed by the financial institution holding the External Account.

In the event that the debit portion of any External Transfer, or any portion of any such debit, has failed and the credit portion of such External Transfer has been released and cannot be collected, and we are unable to collect the amount of the External Transfer as set forth above, we reserve the right, and you hereby authorize us, to set off against and debit any of your other SBSI Accounts with us to the extent necessary to offset any resulting deficiency. We do not undertake to notify you in such event, other than by posting any such transfer or transfers to the applicable Account in accordance with these Terms.

- 14. Suspension and Reinstatement of External Transfer Service. In the event that we at any time incur a problem with your use of the Service, including without limitation a failure in the Service to debit any of your SBSI Accounts or External Accounts (as applicable) or to collect with respect to any of your External Transfers as described above, and without limiting any other right or remedy that we may have under these Terms or otherwise, we reserve the right to suspend your right to use the Service, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect ourselves from loss. In the event of such suspension, you may request reinstatement of your Service by contacting us using any of the methods provided in the Agreement. We reserve the right in our sole discretion to grant or deny reinstatement of your use of the Service. In the event we agree to reinstate you, we reserve the right to, and ordinarily will, initially reinstate your Service subject to lower per-transaction and monthly dollar limits and/or with other restrictions than otherwise might be available to you. Based upon your subsequent usage of the Service, we in our sole discretion may thereafter restore your ability to effect transfers subject to such higher limits as may then be in effect (see Section 9 above).
- by you and you authorize us to act on any instruction which has been or reasonably appears to have been sent by you, to submit External Transfer instructions on your behalf. You understand that financial institutions receiving the External Transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions and will act on them without getting further confirmation. You understand that if you provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, we reserve the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

- **16. Proprietary Rights.** You acknowledge and agree that we and/or our service provider own all rights in and to the Service. You are permitted to use the Service only as expressly authorized by these Terms. You may not copy, reproduce, distribute, or create derivative works, reverse engineer or reverse compile our and/or our service provider's Service or any of our and/or our service provider's services or technology.
- 17. No Unlawful or Prohibited Use. As a condition of using the Service, you warrant to us that you will not use the Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by these Terms or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Service or interfere with any other party's use and enjoyment of the Service. You may not obtain or use the Service to obtain any materials or information through any means not intentionally made available or provided for through the Service. You agree that these warranties and representations will remain in full force and effect even if these Terms terminate for any reason.
- **18. Service Changes and Discontinuation.** We may modify or discontinue the Service or your account with us, with or without notice, without liability to you, any other user or any third party. We reserve the right, subject to applicable law, to terminate your right to use the Service at any time and for any reason, including without limitation if we, in our sole judgment, believe you have engaged in conduct or activities that violate any of these Terms or the rights of us and/or our service provider, or if you provide us with false or misleading information or interfere with other users or the administration of the Services. We reserve the right to charge a fee for the use of the Service and any additional services or features that we may introduce. You understand and agree that you are responsible for paying all fees associated with the use of our Service.

If you wish to terminate use of the Service with some or all of your External Accounts, you may delete those External Accounts from the Service.

- **19. Security Procedures.** You understand that the financial institution at which an External Account is maintained may contact us to verify the content and authority of External Transfer instructions and any changes to those instructions. You understand that we may provide to such financial institution such information as may be required to verify the instructions.
- **20. Deviating from Security Procedures.** You agree to allow us to authorize any financial institution at which you have an External Account to accept funds and transfer instructions in accordance with any authorization procedures as may be agreed from time to time between you and such financial institution, or between us, on your behalf, and such financial institution, without verifying the instructions under the established security procedures, regardless of whether such security procedures were agreed by you directly or by us on your behalf. In addition, you agree that we may authorize such financial institutions to charge and debit your SBSI Accounts based solely on these communications.
- **21. Account Number Policy.** If External Transfer instructions identify a financial institution or beneficiary by name and account number, the relevant financial institution may execute those instructions by reference to the number only, even if the number does not correspond to the name. You understand that such financial institutions may not investigate discrepancies between names and numbers. In addition, you agree that we have no responsibility to investigate discrepancies between names and numbers.

- **22. Joint Account Holder.** In using the Service, you confirm that, if any of your SBSI Accounts and/or External Accounts is a joint account, your joint account holder has consented for you to use each such SBSI Account and/or External Account for the Service. We will end your use of the Service if any joint account holder notifies us that (i) they never consented to your use of our Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.
- **23. Means of Transfer.** You authorize us to select any means we deem suitable to provide your External Transfer instructions to the applicable financial institution. These choices include banking channels, electronic means, funds transfer systems, mail, courier, or telecommunications services, intermediary banks and other organizations. You agree to be bound by the rules and regulations that govern the applicable funds transfer systems, such as CHIPS or automated clearing house (ACH) as published by the National Automated Clearinghouse Association (NACHA). We shall make all reasonable efforts to ensure that your transfer requests are processed on time; however, we reserve the right to hold funds beyond the normal period and if any interest is earned will be the property of us.
- **24. Our Liability.** If we do not process an External Transfer instruction on time, if we cause an incorrect amount to be removed from an Account or if we cause funds from an Account to be transferred to any account other than the account specified in the applicable External Transfer instruction, we shall be responsible for returning the improperly transferred funds and/or for directing any misdirected funds to the proper Account or intended account. We are not responsible or liable if your financial institution's system fails and we are unable to complete the transfer. Except as otherwise required by law, we shall in no other event be liable for any losses and damages other than those arising from gross negligence or willful misconduct on our part or if we breach a representation or warranty that we make hereunder.

You agree that your transfer instructions constitute authorization for us to complete the transfer. You represent and warrant to us that you have enough money in the applicable SBSI Account or External Account to make any External Transfer you request that we make on your behalf through the Service. You understand and agree that we are not liable under any circumstances for any losses or damages if, through no fault of ours, you do not have enough money to make the External Transfer and the External Transfer is not completed or is later reversed or if your financial institution does not permit the transfer or the External Transfer would exceed the credit limit on any applicable overdraft line.

You also understand and agree that we are not responsible for any losses or damages if circumstances beyond our control (such as fire or flood) prevent us from making an External Transfer or if our website was not working properly and you knew about the breakdown when you started the funds transfer.

25. Limitation of Warranty and Liability.

YOU UNDERSTAND AND AGREE THAT THE EXTERNAL TRANSFER SERVICE IS PROVIDED "AS-IS." EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS OR AS REQUIRED BY LAW, WE ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY USER COMMUNICATIONS OR PERSONALIZATION SETTINGS. YOU UNDERSTAND AND EXPRESSLY AGREE THAT USE OF THE EXTERNAL TRANSFER SERVICE IS AT YOUR SOLE RISK, THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE EXTERNAL TRANSFER SERVICE IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY

RESPONSIBLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR THE OBTAINING OF SUCH MATERIAL AND/OR DATA.

EXCEPT AS EXPRESSLY SET FORTH ON OUR WEBSITE OR IN THESE TERMS, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR THIRD PARTY RIGHTS, AND WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE EXTERNAL TRANSFER SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE EXTERNAL TRANSFER SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM THE ACCOUNTS OR THAT THE EXTERNAL TRANSFER SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

EXCEPT AS DESCRIBED IN THESE TERMS, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE EXTERNAL TRANSFER SERVICE, ANY INACCURACY OF ANY INFORMATION OR AMOUNT RETRIEVED BY US FROM THE ACCOUNTS, ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY, ANY TRANSACTIONS ENTERED INTO BASED ON THE EXTERNAL TRANSFER SERVICE, ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- **26. Indemnification.** You agree to indemnify, defend and hold us, our affiliates, partners, officers, directors, employees, consultants, service providers and agents harmless from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees) arising from your use of the Service, our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to these Terms, your violation of these Terms or your infringement, or infringement by any other user of your SBSI Account, of any intellectual property or other right of any person or entity.
- **27. Miscellaneous.** You understand and agree that our service provider is not a bank, a broker-dealer firm, or any other kind of financial institution. You represent and warrant that you are who you claim to be; that you are the rightful owner of all Content and the Accounts linked for the purposes of the Service; and that you are rightfully authorizing us to access the Accounts.

You agree that our rights and remedies arising out of any breach of your representations and warranties in these Terms, the limitations on our liability and our rights to indemnification under these Terms are continuing and shall survive the termination of these Terms, notwithstanding the lack of any specific reference to such survivability in these provisions. Our failure to enforce the strict performance of any provision of these Terms will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of these Terms.

The most current version of these Terms as it appears on our website, including any amendments that we may make from time to time, constitutes the entire agreement between us, and supersedes and replaces all other agreements or understandings, whether written or oral, regarding the Service. These Terms may

be amended, or any of our rights waived, only if we agree in writing to such changes, or you continue using the Service following receipt of notice of any changes proposed by us. All notices to you shall be in writing and shall be made either via e-mail, conventional mail or messages delivered through the Services, at our discretion. All notices to us must be sent provided in these Terms. These Terms are personal to you and you may not assign it to anyone.

These Terms shall be governed by and construed in accordance with the laws of the State of Maine, without giving effect to its conflict of laws provisions or your actual state or country of residence. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.

These Terms shall take effect immediately upon the acceptance of your application for the Service by us.