

This Internet Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Internet Banking service or the Bill Payment service ("Services"). It also describes the rights and obligations of Norway Savings Bank ("Bank"). Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

## **Definitions**

**The following definitions apply in this Agreement:**

1. "Authorized Representative" refers to a person with authority (with respect to the account);
2. "Bill Payment" is the online service that enables the scheduling of bill payments using a PC;
3. "ISP" refers to your Internet Service Provider;
4. "Internet Banking" is the internet-based service providing access to your Bank account(s);
5. "Internet Account" means the Bank account from which you will be conducting transactions using a Service;
6. "Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
7. "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Internet Account;
8. "Time of day" references are to Eastern Time;
9. "Username" is the identification code you selected for your connection to the Service;
10. "We", "us", or "Bank" refer to Bank Name which offers the Services and which holds the accounts accessed by the Services; and
11. "You" or "your" refers to the owner of the account or the authorized representative

## **Access to Services**

The Bank will provide instructions on how to use the Internet Banking and Bill payment Services. You will gain access to your Internet Accounts through the use of your Internet-enabled device, your ISP, your Password and your Username. You may access your Internet Accounts 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software. For purposes of transactions, the Bank's business days are Monday through Friday, excluding holidays and weekends. All Internet Banking transaction requests received after 5:00 p.m. on business days and all transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next business day. The Bank's business day begins at 8:30 a.m.

## **Banking Transactions with Internet Banking**

1. Account Access. You may access all of your personal accounts online, including checking, savings, certificates of deposit or loan accounts.
2. Transfer of Funds between accounts at the Bank. In addition to viewing account information, you may use Internet 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. You may transfer funds among your checking accounts, savings accounts and money market accounts.

**NOTE:** Because regulations require the Bank to limit preauthorized transfers, including Internet Banking transfers, the following limitations apply:

- Statement and Market Rate Savings account. You can make no more than six (6) transfers per statement period by preauthorized or automatic transfer or by telephone or Internet Banking from a Statement or Market Rate Savings account (Transfers to such an account are unlimited).
- Money Market Checking account. You can make no more than six (6) transfers per statement period by preauthorized or automatic transfer or by telephone or Internet Banking from a Market Rate Checking or Indexed Money Fund account. This includes checks, drafts or debit card transactions. Please note: If there are not sufficient funds in the account, we cannot complete this transfer.
- Additional Services. New services may be introduced for Internet Banking from time to time. The Bank will notify you of the existence of these new services.

## **Schedule of Fees**

The Bank offers the benefits and convenience of the Internet Banking Service at no charge. The Bank offers the Bill Payment service with unlimited transactions at no charge for Solutions Checking, *inBusiness*, Non-Profit Checking and Personal Trust Accounts. For other account holders Bill Pay is only \$3.95 per month with unlimited transactions. The fee will be deducted automatically from your Bill Payment checking account.

## **Statements**

**You will continue to receive your regular monthly account statement.**

## **Use of Your Security Password**

Your use of the Service constitutes your agreement that the security procedures are reasonable. You are expected to maintain control of your Username and Password information; disclosing that information to others constitutes authorization of any transactions they may make on your accounts. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Username, or Password;
- Do not leave your PC unattended while you are in the Bank's Internet Banking Site;
- Never leave your account information within range of others; and

- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.

If you believe your password has been lost or stolen, or if you suspect any fraudulent activity on your account, call the Bank immediately at 1-888-725-2207, or 1-207-743-7986 between the hours of 8 a.m. to 6 p.m., Monday through Friday and 8 a.m. to 12 p.m., Saturday. Telephoning the Bank is the best way of minimizing your losses and liability. (See: "Electronic Funds Transfer Provisions for Consumers: Your Liability")

If you believe your Password has been lost or stolen, after contacting the bank at one of the above telephone numbers, please use the Password change feature within the Internet Banking section of the Web site to change your Password.

### **Electronic Mail (E-mail)**

If you send the Bank an e-mail message, the Bank will be deemed to have received it on the following business day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

**\* NOTE:** E-mail transmissions outside of the Internet Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public e-mail system.

### **Linked Accounts**

All accounts with the Bank that you enroll in a service will be linked by the tax identification number of the owner of the account.

### **Business Accounts**

- You represent to us that the Service will be used to effect transactions exclusively for business purposes and not for personal, household or family use, that you are duly organized, validly existing, in good standing and authorized to enter into this Agreement, and that the individuals who are given access to the Service are authorized to conduct all transactions on your accounts at the Bank. The Bank's liability to business customers for any loss, damage and expense related to the Service shall not exceed one month's average billing with respect to the Service. In addition, we may limit overdrafts or credit advances, or condition them upon the receipt of financial information or collateral, based upon our credit policies and the terms of our credit relationship with the business customer. Business customers must provide thirty (30) days notice of intent to terminate the Service.
- If you are a business customer and you have reason to believe that your Password or any other security code or software has been lost or stolen or that an unauthorized person has used or may attempt to use the Service without permission, you must notify us within twenty-four (24) hours. If you do not notify us within twenty-four (24) hours and we can

prove that you could have avoided unauthorized access, you will be liable for the full amount of unauthorized payments. You agree to promptly review your bank statements and to report any alleged errors or unauthorized transactions within fourteen (14) calendar days.

- You agree that the security procedures we have established for the use of the Service are commercially reasonable. If you are a business, any authorized user of your business is authorized on such terms, conditions, and agreements as we may require to:
  - enter into this Agreement, as amended from time to time;
  - access each account of yours in any manner and for any purpose available through the Service, whether now available or available at some time in the future; and
  - use any Internet banking service in any manner and for any purpose available through the Service, whether now available or available at some time in the future.

## **Term and Termination**

1. Term. This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.
2. Termination for Cause. We may immediately terminate your internet banking privileges (including the Bill Payment Service) without notice to you under the following circumstances:
  1. you do not pay any fee required by this Agreement when due or
  2. you do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.

We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

3. Termination for Convenience. To terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment is terminated, any prescheduled bill payments made through Internet Banking will also be terminated. Your final charge for the Bill Payment service will be assessed at the end of your statement cycle. You may notify the Bank by one of the following methods:
  1. By sending an e-mail to [internet@norwaysavingbank.com](mailto:internet@norwaysavingbank.com)
  2. By calling us at 1-888-725-2207, or 1-207-743-7986 between the hours of 8 a.m. to 6 p.m., Monday through Friday and 8 a.m. to 12 p.m., Saturday.
  3. By writing a letter and either sending it to the following address: Norway Savings Bank, Internet Services, PO Box 347, Norway, ME 04268, or giving it to a Customer Service Representative at any of the Bank's locations.

If you are not paying a monthly service charge for the Service, we may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 180-day period.

## **Electronic Funds Transfer Provisions For Consumers**

1. **Applicability.** These provisions are only applicable to online electronic fund transfers which credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). When applicable, the Bank may rely on any exceptions to these provisions which are contained in Regulation E. All terms that are not defined in this Agreement but which are defined in Regulation E shall have the same meaning when used in this section.
2. **(1) Your Liability (Tell us AT ONCE if you believe your password has been lost or stolen.** Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days, you can lose no more than \$50 if someone used your password without your permission. (If you believe your password has been lost or stolen, and you tell us within 2 business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your password without your permission.) If you do NOT tell us within 2 business days after you learn of the loss or theft of your password, and we can prove we could have stopped someone from using your password without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. **(2) Contact in event of unauthorized transfer.** If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at 1-888-725-2207, or 1-207-743-7986 between the hours of 8 a.m. to 6 p.m., Monday through Friday and 8 a.m. to 12 p.m., Saturday, or write us at: Norway Savings Bank Attn: Internet Services, PO Box 347, Norway, ME 04268.
3. **Error Resolution (a) In case of errors or questions about your Electronic Transfers.** Call us at 1-888-725-2207, or 1-207-743-7986 between the hours of 8 a.m. to 6 p.m., Monday through Friday and 8 a.m. to 12 p.m., Saturday, or write us at Norway Savings Bank, Internet Services, PO Box 347, Norway, ME 04268 AS SOON AS YOU CAN, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days, after we send you the FIRST statement on which the problem or error appeared.
  1. Tell us your name and account number;
  2. Describe the error or the transfer you are unsure about, and explain as clearly as you can of why you believe it is an error, or why you need more information; and
  3. Tell us the dollar amount of the suspected error and the date that the transaction occurred.

If you tell us orally, we may require that you send your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within 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 correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the

notice of error involves a transfer that was not initiated in a state, resulted from a point-of-sale debit card transaction 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 credit your account within 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 10 business days, we may 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.

#### 4. Preauthorized payments

1. Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: call us at 1-888-725-2207, or 1-207-743-7986 between the hours of 8 a.m. to 6 p.m., Monday through Friday and 8 a.m. to 12 p.m., Saturday, or write us at Norway Savings Bank, Internet Services, PO Box 347, Norway, ME 04268, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. A stop payment fee may apply to each stop payment request you submit. Please refer to our Schedule of Fees for the current stop payment fee.
2. Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
3. Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## **Liability**

1. Our Liability. This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Internet Banking or Bill Payment services accounts. Unless otherwise required by applicable law, we are only responsible for performing the Internet Banking and Bill Payment services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence. We will not be liable to you in the following instances:
  1. If through no fault of the Bank, you do not have enough money in your account to make the transfer.

2. If circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevents the transfer despite reasonable precautions that we have taken.
  3. If there is a hold on your account, or if access to your account is blocked, in accordance with banking policy.
  4. If your funds are subject to a legal proceeding or other encumbrance restricting the transfer.
  5. If your transfer authorization terminates by operation of law.
  6. If you believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.
  7. If you have not properly followed the instructions on how to make a transfer included in this Agreement.
  8. If we have received incomplete or inaccurate information from you or a third party involving the account or transfer.
2. **Third Parties.** We are not liable for any loss or liability resulting from any failure of your equipment or software, or that of an internet browser provider such as Netscape (Netscape Navigator browser) or Microsoft (Microsoft Internet Explorer browser), by an ISP, or by an internet service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Internet Banking or Bill Payment account.
  3. **Virus Protection.** The Bank is not responsible for any electronic virus or viruses that you may encounter. We recommend that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

## **General Terms and Conditions**

1. **Bank Agreements.** In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Internet Accounts. Your use of the Internet Banking Service or the Bill Payment Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule contained in this Agreement. We will automatically deduct the fees related to this Service from your Bill Payment Account each month.
2. **Changes and Modifications.** The Bank may modify the terms and conditions applicable to the Services from time to time. We may send any advance notice of any changes in a manner consistent with State and Federal regulation. 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.
3. **Assignment.** We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.

4. **Disclosure of Information.** We will only disclose information to third parties about your account or transfers you make under the following circumstances: where it is necessary for the provision of Internet Banking and for completing transfers; in order to verify the existence and condition of your account for a third party, such as a credit bureau; in order to comply with government or court orders, or other reporting requirements; if you give us your permission; to companies affiliated with the Bank; to our employees, auditors, affiliates, service providers, attorneys or collection agents in the course of their duties.
5. **Governing Law.** This Agreement is governed by the laws of the State of Maine and applicable federal law.

### **Norway Savings Bank Alerts Terms and Conditions**

**Alerts.** Your enrollment in Norway Savings Bank 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 Norway Savings Bank 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 Norway Savings Bank Online Banking and Alerts menu within Norway Savings Bank Mobile Banking.
- **Marketing Alerts** provide you with additional information (updates, news, promotional offers) regarding Norway Savings Bank’s products, services and events. These alerts are automatically activated for you.

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. Marketing alerts cannot be managed online. If you would like to discontinue receiving marketing alerts, call 1-888-725-2207. All marketing alerts will include opt-out instructions. Norway Savings Bank 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 Norway Savings Bank 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 96924 at any time. 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 Norway Savings Bank 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 96924. In case of questions please contact customer service at 888.725.2207. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** Norway Savings Bank 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 Norway Savings Bank’s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Norway Savings Bank, 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.

**Norway Savings Bank is a Member, FDIC.**