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# Online Banking and Mobile Agreement and Disclosure

Effective 10/1/2019

This Online Banking Agreement and Disclosure (the "Agreement") is entered into between Bar Harbor Bank & Trust (the "Bank") and the customer of the Bank, who hereby subscribes to Online Banking Services ("Online Banking"). This Agreement applies to all use of the customer's accounts whether by the customer or by any other person authorized by the customer, and the customer will be responsible for all such use. The customer is sometimes referred to in the Agreement as "you" or "your" and the Bank is sometimes referred to as "we", "us", and/or "our". If you use Online Banking or permit another person to use Online Banking on your behalf, you agree to the terms and conditions stated in the Agreement.

## 1. SCOPE OF AGREEMENT

1.1 Other Accounts, Loan Agreements and Services. This Agreement governs online access to your accounts with the Bank. The terms and conditions set forth herein are in addition to, and do not cancel or supersede, any other agreements or signature cards governing your deposits, loans or other business relationships with the Bank. All of the terms, conditions, agreements, representations, schedules, disclosures, and fees set forth in or associated with such other agreements and signature cards remain in full force and effect. However, the persons you authorize to have access to and make transfers from your account(s) through Online Banking may not be the same persons who are authorized to sign on the account under your other agreements and signature cards with us, or you may give them greater authority to conduct activities through Online Banking than they have under your other agreements and signature cards with us. In cases where your authorizations to other persons do not coincide with your authorizations for the same account(s) under the signature card agreement(s), the signature card agreement(s) will govern Online Banking transactions.

1.2 Fees. The use of Online Banking is provided for free. Service fees may apply for the use of the Bill Payment Service, which is an optional service available through Online Banking. You authorize us to deduct any fees associated with the use of the Bill Payment Service from your primary deposit account with us. Please refer to the Terms and Conditions of the Bill Payment Service, provided separately from this Agreement. The service charges and fees provided for in your deposit, line of credit, loan, and other agreements you have with us (collectively the "Account Agreements") will apply. Please see the Account Agreement which you have with us for a listing of fees. You are also responsible for all telephone charges incurred in connection with Online Banking and for charges by any Internet service provider providing connection to the Internet. Fees also apply for the use of External Transfers as specified later in this agreement.

1.3 Changes in Terms and Other Amendments. We may add, delete or amend terms, conditions and other provisions, fees, charges, or other terms described in this Agreement at any time upon at least thirty (30) days' notice to you prior to the effective date of any amendment or change. We will notify you of any such change or amendment electronically by posting such notice on our Online Services home page and, when required by applicable law, will provide you with written notice of such amendment or change at the postal address provided by you to us and/or send notice to your e-mail address as provided to us. You are bound by any such change if you use the Online Banking service after the effective date of the notice, unless you notify us in writing within ten (10) days of having received the notice that you reject these changes and close your account(s) with us.

1.4 Termination. This Agreement will remain in effect until it is terminated by you or by us. You may cancel your Online Banking services and terminate this Agreement at any time by providing us with written notice or by calling us at 888-853-7100. This cancellation will become effective when we receive notice from you as provided above, and applies only to your Online Banking services, and does not terminate any other agreements you may have with us. We may terminate

this Agreement and your Online Banking services for any reason at any time. We will try to notify you in advance of any termination, but we are not obligated to do so. Upon termination, we reserve the right to make no further payments or transfers from your account(s) pursuant to this Agreement, including payments or transfers you have previously authorized. If you terminate your Online Banking services, you authorize the Bank to continue making transfers you have previously authorized until such time as the Bank has had a reasonable opportunity to act upon your termination notice. You agree that upon termination of your Online Banking services, either by you or by us, you will cancel all automatic or recurring transfers you have previously authorized, and that if you fail to do so, you are responsible for such payments.

## **2. DESCRIPTION OF AND LIMITATIONS ON ONLINE BANKING**

2.1 General Description of Services. In general, the Online Banking service enables you to: - Search transaction histories and obtain balance information on your accounts with the Bank, which may include checking, savings, money market, certificates of deposit, lines of credit, installment loans, real estate loans and commercial loans. - Transfer funds between your transaction accounts. - Use bill payment services. - e-Statements. This list is not exhaustive and the Bank may offer additional or different Online Banking services in the future, all of which will be governed by this Agreement, as amended.

2.2 Types of Transfers and Limitations. You can make an internal transfer of funds from one account with the Bank to another, such as a transfer from a savings account to a checking account. You can also make external transfers between an account you have with the Bank and an account you have with a different Bank. Transfers may be limited in amount as provided in our Account Agreements with you governing these services or in accordance with Bank policies. In addition, your ability to transfer funds between certain accounts is limited by federal law, as stated in your deposit agreements with us. For example, you can make no more than six (6) transfers from a savings or money market account during each statement period by checks to third parties, draft, debit card, preauthorized, automatic, telephone, computer transfer or similar order. Transfers made using both Online Banking and other transfer methods described in the Deposit Agreements are counted against the permissible number of transfers. The Bank reserves the right to further limit the frequency and dollar amount of transactions from your accounts for security or credit reasons, as the Bank may determine at any time at its sole discretion.

2.3 Overdrafts; Order of Payments. It is your responsibility to ensure that you have enough money or credit available in an account from which you instruct us to make a payment or transfer. If funds are withdrawn from any of your accounts by means of electronic fund transfers, other than through Online Banking on the same business day as an Online Banking transaction, and if the account contains insufficient funds to enable both the electronic fund transfer and the Online Banking transfer to be made, the transfers will be made in the order determined by the Bank, in its sole discretion. You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree to reimburse us upon our demand, and you further agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permitted by the applicable law and the terms of any other relevant Account Agreements.

2.4 Bill Payment Service. The Bill Payment Service is offered by Bar Harbor Bank & Trust through Profitstars, a subsidiary of Jack Henry & Associates, Inc. Please refer to the Terms and Conditions of the Bill Payment Service, provided separately from this Agreement.

2.5 Computer Requirements. In order to use Online Banking, you must have your own Internet service provider and the necessary computer equipment required by the browser which you select. In this Agreement, your computer and the related equipment are referred to together as your "Computer". You are responsible for the installation, maintenance, and operation of your Computer and your software.

2.6 Registration Process. In order to obtain and use Online Banking, you must complete our initial registration process. The Online Banking registration process involves completing and submitting a secure online application.

2.7 Access Code and Security. Usernames and Passwords will only be allowed for customers who have a checking, savings, money market, certificate of deposit, or loan account with us. You will be required to establish a Username and Password upon your initial entry into the system. Thereafter, we will assign you a new Password upon your request at any time. (For example, you may want us to assign you a new Password if you have forgotten your Password). Your Password

can be changed within Online Banking or by calling us at 888-853-7100. For security purposes, it is recommended that you memorize your Password and do not write it down. You are responsible for keeping your Password and account data confidential. You will need the Username and Password to gain access to Online Banking. Use of the Username and Password is the agreed security procedure between you and the Bank. You should keep your Username and Password confidential in order to prevent unauthorized use of Online Banking and possible loss to your accounts. Anyone to whom you give or disclose your Username and Password will have full access to your accounts, even if you attempt to limit that person's authority. You are responsible for all transactions you authorize or make using Online Banking, including any transactions that may be unintentionally or inadvertently authorized or made, and any losses, charges, or penalties incurred as a result. In addition, except as otherwise provided in this Agreement, you are responsible for transactions by unauthorized persons using your Username and Password.

**2.8 Reporting Unauthorized Transaction or Theft or Loss of Access Codes.** If you believe that an unauthorized transaction has been or may be made from your account, alert the Bank immediately by calling us at 888-853-7100, or write to us at: Bar Harbor Bank & Trust, Attn: Electronic Banking Support, P. O. Box 1089, Ellsworth, ME 04605-1089.

**2.9 No Signature Required.** When using Online Banking to pay bills, you agree that the Bank, without prior notice to you, may debit any payment account(s) to pay checks that you have not signed by hand or by legally acceptable form of electronic signature. When using Online Banking to make transfers from credit accounts, you agree that the Bank, without prior notice to you, may take any action required to obtain cash advances on your behalf, including charging any credit account(s) at the Bank without your handwritten or legally acceptable electronic signature.

### **3. RESPONSIBILITY OF PARTIES**

**3.1 Privacy and Confidentiality.** The importance of maintaining the confidentiality and privacy of the information provided by our customers is one of our highest priorities. You should carefully review our privacy policy as stated on our website at [www.barharbor.bank](http://www.barharbor.bank). Our privacy policy is incorporated in this Agreement by reference and you hereby agree that you have read our privacy policy, understand it and agree to its terms.

**3.2 Customer's Responsibilities.** You are responsible for keeping your Username, Password, and account data confidential. We are entitled to act on transaction instructions received using your Username and Password and you agree that the use of your Username and Password will have the same effect as your signature in authorizing transactions, authenticating your identity, and verifying instructions you have provided to us. If you authorize other persons to use your Username and Password in any manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing that you have revoked the authorization and changed your Username and Password, and you are responsible for any transactions made by such persons until you notify us that transfers by that person or instructions regarding your account(s) are no longer authorized and we have a reasonable opportunity to act upon the change of your Username and Password.

**3.3 Things for Which We Will Not Be Responsible and Further Limitations on Our Liability.**

(a) **Access.** We will not be liable under this Agreement for failure to provide access or for interruptions in access to Online Banking due to a system failure or due to other unforeseen circumstances.

(b) **Your Computer Equipment & Your Software.** We will not be responsible for any errors or failures from any malfunction of your Computer or a computer virus, or other problems relating to your computer equipment used with Online Banking. We are not responsible for any error, damages, or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Firefox®, Microsoft® Internet Explorer®, Google Chrome®, Microsoft Edge®, Apple® Safari® or otherwise), your Internet service provider, your personal financial management or other software (such as Quicken® or Microsoft Money®), or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access or communicate with Online Banking.

(c) **Your Home Banking Setup.** You will access Online Banking via our website. Neither we nor any of our service providers are liable for any damages (whether direct, indirect, special, or consequential or otherwise), including economic, property, personal, or other loss or injury, whether caused by hardware or software or system-wide failure, arising or resulting from the installation, use, or maintenance of the equipment, software or other items necessary to operate Online Banking.

(d) **Warranty & Software Limitations. Warranties of Fitness and Merchantability.** Neither we nor any software suppliers nor any information providers make any warranty, express or implied, to you concerning the software, equipment, browser or other services including, but not limited to, any warranty of merchantability or fitness for particular purpose of non-infringement of third-party rights, unless disclaiming such warranty is prohibited by law.

(e) **Computer-Related Warranties.** Neither we nor any software supplier nor information provider represents and warrants to you that the software we supply to you for Online Banking is free from any defects, computer virus or other software-related problems. In the event of such defects or computer virus caused by any Online Banking software, our sole responsibility shall be limited to the replacement or the reasonable cost of replacement of the software we provided in connection with the Online Banking services. We will not be liable for any indirect, special, consequential, economic or other damages. In states which do not allow the exclusion or limitation, our liability is limited to the extent permitted by applicable law.

(f) **General Limitation on Liability.** In no event shall the Bank be liable for special, indirect, punitive, incidental, or consequential loss or damage of any kind, including lost profits, whether or not the Bank has advised you of the possibility of such loss or damage arising or related to your use of Online Banking. In states which do not allow the exclusion or limitation, our liability is limited to the extent permitted by applicable law.

#### **4. FUNDS TRANSFER SERVICE FOR ACCOUNTS SUBJECT TO THE ELECTRONIC FUNDS TRANSFER ACT**

Some of the accounts to which you have household access through Online Banking may be governed by the Electronic Funds Transfer Act (EFTA) and Reg. E. In general, the EFTA and Reg. E govern accounts established by a natural person primarily for personal, family, or household purposes. The following terms and disclosures apply to accounts governed by the EFTA and Reg. E ("EFTA Accounts"), and, with respect to EFTA Accounts, if there is any conflict between these disclosures and terms set forth elsewhere in this Agreement, these disclosures shall control. These disclosures do not apply to accounts that are not EFTA Accounts.

**4.1 Customer Liability.** Contact us AT ONCE if you believe your Username and 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 believe your Username and Password has been lost or stolen, and you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your Username and Password without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Username and Password, and we can prove we could have stopped someone from using your Username and 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 sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (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 may extend the time periods. You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements.

**4.2 Preauthorized Transfers.** A preauthorized electronic fund transfer (PEFT) is an electronic fund transfer that is authorized in advance and is scheduled to recur on a periodic basis. If a PEFT to your account is scheduled to occur at least once every sixty (60) days, you are entitled to notice of the transfer from us within two (2) business days after it occurs, or notice that it did not occur within two (2) business days after the scheduled transfer date, or we are required to provide a readily available telephone line you may call to determine whether the transfer occurred. We need not comply with the foregoing requirements, however, if the payor notifies you that the transfer has been initiated. If a PEFT from your account will vary in amount from the previous transfer under the same authorization, the person you are going to pay will notify you, ten (10) days before each payment, when it will be made and how much it will be. (You may choose instead to get this payment only when the payment amount would differ by more than a certain amount from the previous payment, or when the payment would fall outside certain limits that you set.) Under the EFTA and Reg. E you have certain stop payment rights and obligations for your PEFT's. You can stop any PEFT by calling us at 888-853-7100, or by

writing to us at Bar Harbor Bank & Trust, Attn: Electronic Banking Support, P.O. Box 1089, Ellsworth, ME 04605-1089, at least three (3) business days before the payment is scheduled to be made. If you stop payment by telephone, we may also require you to send us your request in writing within fourteen (14) days after you call. Liability for failure to stop payment of preauthorized transfer: If you order us to stop one of these payments three (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.

4.3 Bank's Responsibility. The Bank is responsible for completing transfers on time according to your properly entered and transmitted instructions. However, the Bank will not be liable for completing transfers: - if, through no fault of ours, you do not have enough available money in your account from which a payment or transfer is to be made, if the account has been closed, frozen, or is not in good standing, or if we reverse payment or transfer because of insufficient funds; - if any transfer exceeds the credit limit of any account or under the Instructions of this Agreement; - if you have not properly followed software or Online Banking instructions on how to make a transfer or other transaction; - if you have not given the Bank complete, correct, and current instructions, account numbers, Username and Password, or other identifying information so that the Bank can properly credit your account or otherwise complete the transaction; - if you receive notice from a merchant or other institution that any payment or transfer you have made remains unpaid or has not been completed, and you fail to notify us promptly of that fact; - if withdrawals from any of your linked accounts have been prohibited by a court order such as a garnishment or other legal process; - if your Computer, your software, or Online Banking was not working properly and this problem should have been apparent to you when you attempted to authorize a transfer; - if you, or anyone you allow, commits fraud or violates any law or regulation; - if circumstances beyond the Bank's control prevent making a transfer or payment, despite reasonable precautions that the Bank has taken. Such circumstances include telecommunications outages, postal strikes, delays caused by payees, fires, and floods. There may be other exceptions to the Bank's liability as stated in the Account Agreements we have with you. **IN ADDITION, THE BANK WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, ECONOMIC, OR OTHER DAMAGES ARISING OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF ONLINE BANKING AND/OR ITS RELATED EQUIPMENT, SOFTWARE, OR ONLINE SERVICES.**

4.4 Disclosure of Account Information to Others. To the extent necessary to carry out the Online Banking functions, the Bank may disclose information about your accounts to third parties in the following instances: - when it is necessary for completing transfers; - in order to verify the existence and condition of a Payment Account, such as a credit bureau, merchant, or for a payee or holder of a check issued through Online Banking; - in order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process, or in order to give information to any government agency or official having legal authority to request such information; - to protect and enforce our rights; - in order to share our experience with you with reputable credit reporting agencies as authorized under federal law. Under the Fair Credit Reporting Act, you have the right to make sure that your credit bureau reports are correct and accurate; - in order to share information with our affiliates to the extent allowed by law; - in order to contract with outside agents or service providers to prepare account statements, enter or calculate transactions and balances, or provide other materials or services on our behalf; - if you give us your written permission (which may be by electronic or telecommunications transmission as well as on paper); - to our employees, auditors, service providers, attorneys, or collection agents in the course of their duties.

4.5 Error Resolution. If you believe your Username and/or Password has become known by an unauthorized person, or that an unauthorized transaction has been or may be made from your account, alert the Bank immediately by calling us at 888-853-7100, or write to us at: Bar Harbor Bank & Trust, Attn: Electronic Banking Support, P. O. Box 1089, Ellsworth, ME 04605- 1089. - If you think your statement is wrong or if you need more information about a transaction listed on the statement, the Bank must hear from you no later than sixty (60) days after it sends or delivers to you the FIRST statement on which the problem or error appeared. If you requested more information about a problem or error, the Bank must hear from you within sixty (60) days after it sends or delivers that information to you. - Tell us your name and account number(s). - Tell us the type, time, and date of the transaction and the dollar amount of the suspected error. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. If you tell the Bank orally, we may require that you send in your complaint or question in writing within ten (10) business days after we hear from you and we will then in good faith attempt to correct any error promptly. If the Bank needs more time, however, we may take up to forty-five (45) days to investigate your complaint or question, in which case, the Bank will provisionally re-credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes the Bank to complete its investigation. If the Bank asks you to put your complaint or question in writing and does not receive it within ten (10) business days, the Bank may not re-credit your account. If the Bank decides that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and will debit the provisionally credited amount from your

account. You may ask for copies of the documents that the Bank used in its investigation.

## **5. EXTERNAL TRANSFERS SERVICE**

This Service allows you to transfer funds between your personal deposit accounts with Bar Harbor Bank & Trust and your personal deposit accounts at other Financial Institutions. Accounts with signature restrictions will not be available for this service. An inbound transfer moves funds into a checking or savings account at the Bank. An outbound transfer moves funds from a checking account at the Bank to an account at another financial institution. You will need to enroll each of your non-Bar Harbor Bank & Trust accounts that you wish to use for this Service. You agree that you will only attempt to enroll accounts for which you have the authority to transfer funds. All accounts requested to be used as part of this Service will be verified in accordance with Bar Harbor Bank & Trust procedures. The verification process must be completed by you prior to using the Service. You will have 10 days after enrolling an account to complete the verification process. Verification instructions are displayed to you during the enrollment process.

Funds requested to be transferred will be debited/credited to your Bar Harbor Bank & Trust account the business day following the day you initiate the transfer, provided you have met the Bank's cutoff time for submitting an external transfer. The Bank uses available balance to determine funds available for transfer. In the case of a future dated or recurring transfer, these time limits will be the business day following the scheduled date of the transfer. The cutoff time for initiating transfers is 3:30pm EST. Funds requested to be transferred will be debited/credited to the non-Bar Harbor Bank & Trust account according to the receiving Financial Institution's availability and transaction processing schedule. Transfers are completed through ACH (Automatic Clearing House) and funds will be available within 2 business days of the initial request.

Future dated and recurring transfers can be canceled by 3:30pm EST the day prior to the scheduled transfer date. If the transfer has been initiated or processed, you cannot cancel the transfer.

There is an outbound fee of \$5.00 per transfer for the Service. Fees are subject to change. Transfers are subject to the following limits unless otherwise agreed upon by you and the Bank:

- a. Unlimited inbound transfers per day not to exceed a total of \$25,000
- b. Up to five outbound transfers per day not to exceed a total of \$5,000

The above limits apply to the total of all External Transfers of a specific type for all accounts enrolled in the Service. We may change your dollar limits and transfer limits at any time.

Holdings will be placed on inbound funds over the amount of \$ 1,000.00 for a period of 2 business days.

## **6. MOBILE BANKING SERVICES**

Mobile Banking is made available for customers who have signed up for and use Online Banking. Mobile Banking allows you to view your balances, transfer funds, have notification alerts and pay your bills all on your mobile device. Our Mobile Banking offers the following services: downloadable application for your phone or tablet, mobile browser, text banking, and alerts. Enrollment requires identification of the user's Online Banking credentials. Message and data rates may apply. You can find additional information through our website at [www.barharbor.bank](http://www.barharbor.bank) or by calling us at 888-853-7100. The Services and/or Software may not be available at any time for any reason outside of the reasonable control of the Bank or any service provider.

6.1 Mobile Deposit. Mobile Deposit is a remote deposit capture service for check deposits that is made available to you as part of our Mobile Banking application. Your use of Mobile Deposit is subject to the terms and conditions of this Agreement, and the Deposit Account Agreements applicable to your checking, savings, and money market accounts, all of which are incorporated herein by reference. We reserve the right in our discretion to amend these terms and conditions at any time. Amendments will be made available to you on our website, and your continued use of Mobile Deposit will demonstrate your agreement to such amendments. With each use of Mobile Deposit, you accept and agree to be bound by the terms and conditions below and all other terms and conditions of this Online Banking Agreement, as amended from time to time. Please read the terms and conditions below carefully, print a copy, and retain the copy for your records.

(a) Use of the Service & Endorsement Requirement. Mobile Deposit allows you to remotely deposit checks into your

qualifying checking, savings, or money market account by taking a picture of the front and back of the check with your mobile device's digital camera and delivering the image to us using the Mobile Deposit feature. When depositing a check using Mobile Deposit, you must add the following restrictive endorsement to the back of the check: "For Mobile Deposit" – You agree to comply with all procedures and instructions we establish for use of Mobile Deposit, as amended from time to time.

(b) Enrollment. You may request the Bank's Mobile Deposit service when you enroll in the Bank's Mobile Banking services and download our Mobile Banking application. We reserve the right to establish, at our discretion and without prior notice to you, new and additional conditions and qualifications for the use of Mobile Deposit.

(c) Eligibility. Customers are considered eligible to use Mobile Deposit after enrolling in Online Banking and Mobile Banking.

(d) Termination of Service. We reserve the right to terminate, modify, or suspend your use of Mobile Deposit at any time, with or without cause, including if we reasonably believe that you have breached the terms and conditions for use of Mobile Deposit, or as otherwise provided in the Online Banking Terms and Conditions. We further reserve the right to terminate, modify, or suspend your use of Mobile Deposit in the event we establish new conditions and qualifications for use, and you, or your equipment and software, do not meet such conditions and qualifications.

(e) Technical Requirements. In order to use Mobile Deposit, you must have your own compatible mobile device (such as a smart phone or tablet) with internet access and a digital camera. All mobile devices and software must meet our minimum technical requirements, which are available at [www.barharbor.bank](http://www.barharbor.bank) which may change at our discretion at any time. You are solely responsible for obtaining, maintaining, and paying for all mobile devices, software, and services (such as text messaging, data transmission, and Internet access capability) necessary for use of Mobile Deposit.

(f) Image Quality. Check images and transmissions using Mobile Deposit must clearly show all information on the front and back of the check, including your proper endorsement, and must comply with the standards established by us, our third-party vendors, and governmental and industry regulators. Each image must be legible, true, and accurate, and you may not alter a check image in any way. We are not responsible or liable for any loss or delay arising out of a transmitted image that does not comply with these requirements.

(g) Transaction Limits. We may establish limits on the number of checks or the total amount of checks deposited using Mobile Deposit. These limits may change from time to time without notice to you. We reserve the right to modify (including reduce) your transaction limits at our discretion, subject to applicable notice requirements in the Online Banking Terms and Conditions.

(h) Items Eligible for Deposit. You agree to take a picture and deposit only checks (certain types of negotiable demand drafts, as defined in Federal Reserve Regulation CC, 12 C.F.R. Part 229) into your account. Once transmitted to us, the check image will be treated (i) as an "item" under Article 4 of Maine's Uniform Commercial Code and (ii) as a deposit under your Deposit Account Agreement and applicable notices and disclosures. You agree not to deposit any of the following types of checks or other items using Mobile Deposit:

- Checks originally made payable to any person other than you, including checks that another person has endorsed to you.
- Checks dated more than 6 months prior to the deposit.
- Checks made jointly payable to you and another person, unless the deposit is to a jointly-held account with that person and both you and that person have endorsed the check, in addition to adding the restrictive endorsement required in Section 6.1.
- Any check that you know or suspect (i) has already been deposited in an account or has otherwise been presented or negotiated by, or paid to, you or any other person, (ii) has been rejected or returned as unpaid or non-payable, or (iii) is not payable and collectible in any way.
- "Remotely created checks" and checks previously converted to "substitute checks", as the terms are defined in Regulation CC.



- Any check that has already been scanned using Mobile Deposit or using a remote deposit capture service of another institution.
- Checks with any alteration on the front or back, or that you know or suspect is fraudulent, subject to defense, or otherwise unauthorized by the owner of the account from which the check is drawn.
- United States Treasury bonds.
- Checks drawn on institutions outside the United States (i.e., foreign checks).
- Checks payable in other than United States currency.
- Traveler's checks, money orders, substitute checks, or post-dated checks.
- Any check prohibited from deposit under your Deposit Account Agreement or prohibited from payment by law.
- Any check that does not meet the requirements of this agreement or any other agreement you have with us. With each check you deposit using Mobile Deposit, you represent and warrant that the check is eligible for deposit, is properly payable and collectible, and is not subject to any defense against payment or collection. You further represent and warrant that the check and your use of Mobile Deposit comply with all terms and conditions applicable to Mobile Deposit, Online Banking, and the account, and comply with all applicable state and federal laws, rules, and regulations. To the fullest extent permitted by law, we reserve the right, in our sole discretion, to reject any check or item you transmit to us for deposit into your account.

(i) **Deposit Status.** After a check has been deposited using Mobile Deposit and received by us, you should monitor the check's processing status using the Mobile Deposit service. You will not receive a separate confirmation that a check image has been received by us. Contact us immediately if you suspect any error or that we did not receive the transmission. Please refer to your Deposit Account Agreement for additional responsibilities with respect to notifying us of problems with your deposits. If we become aware of a problem with your deposit (such as the check is rejected, the check image is unusable, the check was previously presented or deposited, or the type of check is not permitted), we will attempt to contact you within three business days.

(j) **Funds Availability.** Availability of funds from checks deposited using Mobile Deposit will be in accordance with your Deposit Account Agreement and our Funds Availability Policy. In general, and subject to our Funds Availability Policy, if a check is deposited using Mobile Deposit before 5:00 PM (ET) on a regular business day and is accepted by us, that day will be the day of deposit and provisional credit on the funds will be made available the next day. Checks deposited after 5:00 pm (ET) or on a non-business day will be considered deposited the next business day. Pursuant to your Deposit Account Agreement, and to the extent permitted by law, each deposit and the availability of funds from the deposit are subject to our rights of charge-back, reversal, refund, and set-off, and our right to place a hold on the check for purposes of review and verification.

(k) **Security and Investigation.** Your use of Mobile Deposit is subject to all security requirements set forth in this Agreement, including your obligation to keep your mobile device and its transmissions secure from unauthorized access. You agree to securely store each check that you deposit using Mobile Deposit for a 30-day period after we have accepted the check. After 30 days, you will securely destroy the check (such as by use of a document shredder). After you have deposited a check using Mobile Deposit, you agree to never re-deposit or re-present the check, or to negotiate or endorse the check to another person or financial institution. You will promptly provide the check to us upon our request and fully cooperate with us in any related investigation or dispute resolution. Notify us immediately if you learn of any unauthorized access, loss, or theft of the original check.

(l) **Changes and Availability.** We reserve the right to modify, add, or remove services and features of Mobile Deposit at any time at our sole discretion. The Mobile Deposit service may be unavailable, delayed, or interrupted, with or without notice, from time to time as a result of technical difficulties, maintenance, or events outside our control. We will have no liability to you or any other person for such interruptions, delays, or unavailability, although we may post alerts to our



website for purposes of notifying you of such events.

(m) Disclaimer of Warranties. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE MOBILE DEPOSIT SERVICE AND SOFTWARE. WE FURTHER DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW, AND WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION OF THE FOREGOING, WE MAKE NO WARRANTY THAT THE MOBILE DEPOSIT SERVICE OR SOFTWARE WILL BE UNINTERRUPTED, ERROR- FREE, OR SECURE. YOU AGREE THAT USE OF THE MOBILE DEPOSIT SERVICE AND SOFTWARE ARE AT YOUR OWN RISK AND ON AN “AS IS” AND “AS AVAILABLE” BASIS.

(n) Limitations on Liability. You acknowledge and agree that, to the fullest extent permitted by law, we will have no liability or obligation to you or any other person for technical difficulties, errors, misdirected or unauthorized transmissions, or other failures in the Mobile Deposit service, or any resulting damages. We are not responsible for any deposit that we do not receive, including any deposit lost in transmission. Please refer to the Online Banking Terms and Conditions for additional limitations on our obligations and liability to you.

(o) Indemnification. To the fullest extent permitted by law, you agree to indemnify and hold us harmless from and against any loss, liability, damages, or expenses (including attorney’s fees) arising out of or in connection with your failure to perform your obligations under the terms and conditions for use of Mobile Deposit.

## **7. MISCELLANEOUS**

7.1 Periodic Statements. Your Online Banking payments and transfers will be indicated on monthly statements we provide or make accessible by mail or delivery service. You have a right under federal law to receive such statements for accounts governed by the EFTA and Reg. E. We may also provide or make accessible to you statement information electronically or by some other means. You agree to notify us promptly if you change your address or if you believe there are errors or unauthorized transactions in any statement or statement information.

7.2 Business Days and Hours of Operation. Online Banking is generally available twenty-four (24) hours a day, seven (7) days a week. However, at certain times, some or all of Online Banking may not be available due to system maintenance. A transfer initiated through Online Banking before 8:45 p.m. (Eastern Time) on a Business Day is generally posted to your account the same day. All transfers completed after 8:45 p.m. (Eastern Time) on a Business Day or on a Saturday, Sunday or Bank holiday will generally be posted on the next Business Day. Our Business Days are Monday through Friday. Saturday, Sunday, and Bank holidays are not included.

7.3 Notices and Communications. Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the current address that we have for you in our records. Notices from you will be effective when received by mail at the address specified in Section 2.8 above.

7.4 E-Mail Communications. In general, communications sent over the public Internet are not necessarily secure. Therefore, we will not send, and we strongly suggest that you do not send, any confidential account information via email. You agree that we may take a reasonable time to act on any e-mail requests or communications. Correspondence that requires expeditious handling: For example, if you need to report an unauthorized transaction from one of your accounts, you should call the Bank at 888-853-7100. Unless you have instructed us otherwise, you agree that we may send you electronic messages about products or services we offer.

7.5 Assignment. The Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party.

7.6 No Waiver. The Bank shall not be deemed to have waived any of its rights or remedies unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising its rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

7.7 Captions. The captions of sections hereof are for convenience only and shall not control or affect the meaning or

construction of any of the provisions of this Agreement.

**7.8 Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Maine, without regard to choice of law principles, and by the laws of the United States. Your existing account relationships and Account Agreements with the Bank will continue to be governed by and construed in accordance with the laws governing those Account Agreements. You agree and consent to the exclusive jurisdiction of the courts of Maine and the United States District Court for the District of Maine in connection with any action or proceeding.

**7.9 Restrictions on Use.** You agree not to use the Online Banking and/or Mobile Banking services for any illegal, fraudulent, unauthorized or improper manner or purpose, and will only be used in compliance with all applicable state and federal laws and regulations.

**7.10 Severability.** Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intent of the Agreement, and the remaining portions shall remain in full force and effect.

**7.11 Copyright and Trademarks.** The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to our website and Online Banking are protected under applicable copyrights, trademarks, and other proprietary rights. The copying, redistribution, use, or publication by you of any part of our website, except as allowed by this Agreement, is strictly prohibited. You do not by virtue of this agreement acquire any ownership rights to any content, document or other materials accessed through our website or Online Banking. The posting of information or materials on our website or Online Banking does not constitute a waiver by us of any proprietary or other right we have in such information or materials. Touch ID™ for Mobile Banking. Touch ID is an optional fingerprint sign-in method for Bar Harbor Bank & Trust Mobile Banking that is currently available for most Apple® devices that have a fingerprint scanner. To use Touch ID, you will need to save your fingerprint by going to "Settings > Touch ID & Passcode" on your Apple device to complete the setup (for more help with fingerprint scanning, contact Apple support at [apple.com/support](http://apple.com/support)). Fingerprints are stored on your device only and Bar Harbor Bank & Trust never sees or stores your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within Bar Harbor Bank & Trust Mobile Banking. Bar Harbor Bank & Trust reserves the right to suspend or disable this feature at any time. Touch ID can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your fingerprint, you can sign in using your password. To use Touch ID for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Touch ID anytime from the settings within Bar Harbor Bank & Trust Mobile Banking. Apple and Touch ID are trademarks of Apple Inc. Currently, fingerprint sign-in for Bar Harbor Bank & Trust Mobile Banking is only available on compatible iOS devices.

## **8. BAR HARBOR BANK & TRUST ALERTS TERMS AND CONDITIONS**

The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply. Alerts. Your enrollment in Bar Harbor Bank & Trust 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 Bar Harbor Bank & Trust account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts. 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 "Settings" menu within the Mobile Banking Service.

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. Bar Harbor Bank & Trust reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels (“EndPoints”):

- (a) a mobile device, by text message;
- (b) a mobile device, by push notification;
- (c) an email account, by an e-mail message; or
- (d) your Bar Harbor Bank & Trust Online Banking, by in-box 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. To add, stop, or modify Alerts, log in to Online Banking and click on Accounts, select an account, and click on Manage Alerts. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

### **Limitations.**

Bar Harbor Bank & Trust provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Bar Harbor Bank & Trust’s control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Bar Harbor Bank & Trust, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys’ fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alert 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.

Privacy and User Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, Bar Harbor Bank & Trust and its affiliates and service providers, including Jack Henry & Associates, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. Bar Harbor Bank & Trust and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.