



**Skowhegan
Savings**

Integrity. Trust. Community.

Agreements & Contracts:

Electronic Documents User Agreement

**CUSTOMER SERVICE
SKOWHEGAN SAVINGS
800.303.9511
CUSTSERV@SKOWSAVINGS.COM**

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ELECTRONIC DELIVERY OF DOCUMENTS

By accepting this “Electronic Documents Agreement”, you consent and agree that Skowhegan Savings may provide certain statements and notices to you in electronic form, in lieu of paper form, including electronic delivery of statements (eStatements) or notices (eNotices) for your Skowhegan Savings account(s).

SYSTEM REQUIREMENTS

In order for you to access the Electronic Documents product, you must have an Online Banking account. Further, your PC must have:

- Internet Access,
- A valid email address,
- An certified/supported internet browser that supports 128-bit encryption, and
- Adobe Acrobat Reader (which may be downloaded, at no charge, on the Internet)

ELECTRONIC DOCUMENTS PROCEDURES

You must enroll each of your account(s) for which you want to receive electronic documents. To enroll your account(s), simply log in to Skowhegan Savings’ Online Banking product, go to the Electronic Documents tab and follow the instructions provided; when complete click the Enroll Now button. Once enrolled for Electronic Documents, you will no longer receive paper statements or notices for the accounts enrolled. However, you will receive an automated notification email informing you that you have new eStatements and/or eNotices available for viewing. To access your new eStatement or eNotice, you may, using your Online Banking credentials, either:

- Login through the Login Template included within the email your received (Adobe Acrobat is required); and/or
- Login in to Online Banking and click on the Electronic Documents tab.

SCOPE OF CONSENT FOR ELECTRONIC DELIVERY OF DOCUMENTS

By using the Electronic Documents product, you accept and agree to be bound by the general terms and conditions governing the Electronic Documents product, including without limitation all the terms and conditions in this Agreement. You agree to be bound by any and all laws, rules, regulations and official issuances applicable to Electronic Documents now existing or which may hereafter be enacted, issued or enforced, as well as such other terms and conditions governing the use of other facilities, benefits or services that Skowhegan Savings may from time to time make available to you in connection with the Electronic Documents product. Further, Skowhegan Savings has the discretion from time to time, and upon giving notice to you, to modify, restrict, withdraw, cancel, suspend or discontinue the Electronic Documents product without giving any reason and you understand that by using the Electronic Documents product after any modification or change has been effected, you would have agreed to such modification or change.

SCOPE OF CONSENT FOR ELECTRONIC DELIVERY OF STATEMENTS (ESTATEMENTS)

Your consent to receive eStatements covers the periodic statements you are provided in connection with your Skowhegan Savings account(s). Skowhegan Savings has absolute discretion to make eStatements available to you. Further, all future statements for the accounts chosen will be eStatements which can be accessed via email or by accessing Skowhegan Savings’ Online Banking product. Further, either option will allow you to obtain, review, print, and copy or download your periodic account eStatements. Skowhegan Savings encourages customers to save and/or print copies of their eStatements as any research requests will be billed at the current fees. As new eStatements become available, Skowhegan Savings will send an email, to the email address on file, to you advising you of the availability of your eStatement. Your eStatement will be available for viewing for a period of three (3) months from the

applicable statement date. Finally, eStatements will not contain check images as they are available through Skowhegan Savings' Online Banking product.

SCOPE OF CONSENT FOR ELECTRONIC DELIVERY OF NOTICES (ENOTICES)

Your consent to receive eNotices covers the periodic notices you are provided in connection with your Skowhegan Savings account(s). Skowhegan Savings has absolute discretion to make eNotices available to you. Further, all future notices for the accounts chosen will be eNotices which can be accessed via email or by accessing Skowhegan Savings' Online Banking product. Further, either option will allow you to obtain, review, print, and copy or download your periodic account eNotices. As required, Skowhegan Savings will send an email, to the email address on file, notifying you of the availability of an eNotice. Your eNotice will be available for viewing for a period of thirty (30) days from the applicable notice date.

CHANGE OF EMAIL ADDRESS AND OTHER INFORMATION

You agree to notify us immediately of any change in your mailing address, email address or other particulars relevant to this Agreement. To change your email address, please log in to Skowhegan Savings' Online Banking product, go to "User Options", select "Email Address", and enter your new email address in the "Email Address" field. Please note that you must provide us with an email address in order to use the Electronic Documents product.

JOINT ACCOUNTS

If your Skowhegan Savings account is owned jointly with another person, either one of you may consent to receive certain statements and notices in electronic form. Either person's election to receive electronic documents shall apply to all owners. Skowhegan Savings will automatically turn off the paper statement and notices for that account.

SECURITY

You agree that Skowhegan Savings shall not be held liable if you are unable to gain access to the Skowhegan Savings Online Banking or Electronic Documents products from time to time. You understand that some or all of the Electronic Documents product and/or other Skowhegan Savings system services may not be available at certain times due to maintenance and/or computer, communication, electrical or network failure or any other causes beyond Skowhegan Savings' control. You understand the importance of your role in preventing misuse of your accounts and you agree to promptly examine your electronic documents for each of your Skowhegan Savings accounts as soon as you can access it. You must report any errors or discrepancies in accordance with our Account Disclosure as provided to you and with applicable law.

Your Online Banking ID and password that are used to access Online Banking and Electronic Documents products must be kept confidential and be changed every six (6) months. You are responsible for keeping your password, account numbers and other account data confidential.

CHANGE IN TERMS

The Bank reserves the right to change the terms and conditions of this agreement at any time, which includes the addition and deletion of the Electronic Documents product and services.

YOUR RIGHT TO WITHDRAW CONSENT

You have the right to withdraw your consent to have your documents provided in an electronic form by accessing the Documents and Settings option within the Electronic Documents tab in Online Banking. There, you may change the delivery method for all available documents. Skowhegan Savings will then discontinue the electronic documents for that account and you will begin to receive paper documents and previous electronic documents will no longer be available. Further, Skowhegan Savings reserves the right to charge \$5.00 per occurrence for any and all accounts that are removed from the Electronic Documents product once enrolled.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

Skowhegan Savings makes no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Electronic Documents product to you under the Agreement. Skowhegan Savings does not and cannot warrant that the Electronic Documents product will operate without error, or that the Electronic Documents product will be available at all times. Except as specifically provided in this Agreement, or otherwise required by Law, you agree that the bank's officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under the Agreement or by reason of your use of the Electronic Documents product, including, but not limited to, loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.

Skowhegan Savings makes no warranty that:

- The service will be uninterrupted, timely, or error-free
- The service will meet your requirements
- The quality of any products, services, information or other material purchased or obtained by you through the product will meet your expectations

Skowhegan Savings shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from:

- The use or the inability to use the product
- The cost of procurement of substitute goods and services resulting from any goods, data information or services purchased from the product
- Unauthorized access to your transmission
- Unauthorized alteration of your data
- Statements or conduct of the third party service provider
- Any other matter relating to the service

Governing Law. This Agreement is governed by the federal laws of the United States and the laws of the State of Maine, unless otherwise required by federal or state law, without regard for choice of law provisions. Any issue with regard to an account which you access using the Electronic Documents product will be governed by the laws specified in the Customer Agreement governing that account.

For information or help on electronic transactions please call: 800.303.9511

In case of errors or questions about your electronic transfers. Telephone us at the number listed above or write us at: ACH Department, P.O. Box 250, Skowhegan, ME 04976-0250, 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 60 days after we sent you the FIRST statement on which the problem or error appeared.

- Tell us your name and account number
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.

- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) 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 transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) 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 involved a new account) for the amount you think is in error, so that you will have the 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before the account is opened.

We will tell you the results within three business days after completing our investigation if we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Preauthorized credits: If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the number listed above to find out whether or not the deposit has been made.

To calculate average daily balance for line of credit accounts. Add all new advances and subtract all payments, credits and unpaid finance charges to or from the prior day's balance. Add balances for each day of the cycle (include Saturday and Sunday). Divide the total by the number of cycle days. The outcome is the average daily balance.

Important Line of Credit information in case of errors or questions about your bill or statement. If you think your bill is wrong, or if you need more information about a transaction on your bill, write to us on a separate sheet of paper, as soon as possible. Send the letter to: P.O. Box 250, Skowhegan, ME 04976-0250. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, please describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount in question.

Additional Complaint Resolution Procedures. If you have a dispute with your financial institution regarding your deposit account, contact the financial institution's consumer complaint representative or department and attempt to resolve the problem directly. If the financial institution fails to resolve the problem, communicate the problem and the resolution you are seeking to:

Bureau of Financial Institutions
36 State House Station
Augusta, Maine 04333-0036

To file a complaint electronically, you may contact the Bureau of Financial Institutions at the following Internet address:

http://www.state.me.us/pfr/bkg/bkg_consumer.htm

The Bureau of Financial Institutions will acknowledge receipt of your complaint promptly and investigate your claim. You will be informed of the results of the investigation. When your complaint involves a federally-chartered financial institution, the Bureau of Financial Institutions will refer it to the appropriate federal supervisory agency and inform you to whom it has been referred.