

KENNEBUNK SAVINGS

ESIGN AND ELECTRONIC DISCLOSURE AGREEMENT FOR PERSONAL MOBILE BANKING

This ESIGN and Electronic Disclosure Agreement for Personal Mobile Banking (this "Disclosure") is made between you and Kennebunk Savings (the "Bank"). As used in this Disclosure, the words "we", "our", and "us" mean the Bank; the words "you" and "your" mean the individual(s) identified on your Account(s). This Disclosure supplements and shall be construed consistently with the Kennebunk Savings Personal Mobile Banking & Mobile Deposit Services Addendum to the Personal Online Banking Service Agreement (the "Mobile Banking Addendum"). Terms not defined in this Disclosure shall have the meaning given to them in the Mobile Banking Addendum. **Please read this Disclosure carefully and retain a copy for your records.**

We are required by law to give you certain information "in writing"—which means you are entitled to receive it on paper. We may provide this information to you electronically with your consent.

1. Scope of Communications to Be Provided in Electronic Form. You agree to receive and accept the Mobile Banking Addendum and conduct the transactions offered through Mobile Banking by electronic means and acknowledge that all documents, disclosures, forms and other information related to such transactions will be provided to you through Mobile Banking, Online Banking, a web-based electronic interface, or email. You also agree that you have adequate access to a Mobile Device with sufficient internet connectivity to conduct these transactions. You agree to receive and accept Communications (as defined below) in electronic format, unless and until you withdraw your consent as described below. Electronic Communications includes, but is not limited to:

- (a) The Mobile Banking Addendum, other service or user agreements related to Mobile Banking or Online Banking, and all amendments to any of these agreements;
- (b) All legal, contractual, and regulatory disclosures, agreements, and communications associated with your Account(s), including any agreements or disclosures associated with Mobile Banking or Online Banking;
- (c) Notices or disclosures about changes in the terms of your Account(s) or associated payment features and responses to claims;
- (d) Information that we are required by law to provide to you in writing or other such communications that we may include from time to time as part of your Account(s) relationship.

All electronic Communications from us to you will be considered "in writing." You should print or save a copy of this Disclosure before you close it. If you want a paper copy of this Disclosure, please see How to Receive a Paper Copy below in Section 5.

2. How to Access Electronic Communications. All Communications that we provide to you in electronic form will be provided either: (1) via email, (2) by access to a website that we will designate in an email notice we send to you at the time the information is available, (3) through Mobile Banking or Online Banking, or (4) to the extent permissible by law, by access to a website that we will generally designate in advance for such purpose.

3. How to Update Your Contact information. It is your responsibility to provide us with true, accurate and complete email addresses, contact, and other information related to your Account(s), and to maintain and update promptly any changes in this information. You can update this information by contacting us. See How to Contact Us below in Section 6.

4. How to Withdraw Your Consent. You may withdraw your consent to receive electronic Communications by contacting us. See How to Contact Us below in Section 6. At our option, we may treat your provision of an invalid email address, or the subsequent malfunction of a previously valid email address, as a withdrawal of your consent to receive electronic Communications. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your withdrawal.

5. How to Receive a Paper Copy. We will not send you a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing

it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, see How to Contact Us below in Section 6.

6. How to Contact Us. If you wish to contact us for any of the above purposes, please contact us by:

Phone: 1-800-339-6573

Mail: Kennebunk Savings

Customer Care

PO Box 28

Kennebunk, ME 04043

Our Website: Submit a secure message at www.kennebunksavings.com/contact-us

Online Banking: Submit a secure message

7. Hardware and Software Requirements. In order to access, view, print, and retain electronic Communications, you must have:

- Access to a device (e.g., computer, smartphone, mobile device, tablet, etc.) suitable for connecting to the Internet and downloading our Mobile App;
- A device must have the Current Version (as defined below) of (i) an operating system, such as Windows, Mac OS, iOS or Android, and (ii) a web browser, such as Chrome, Safari or Firefox, that supports our Mobile Banking service;
- A connection to the Internet;
- Local electronic storage capacity to retain Communications and/or a printer to print them;
- A valid email account and Current Version of software to access it; and
- Current Version of software that enables you to view and display files in HTML and PDF format.

"Current Version" means a version of the software that is currently being supported by its publisher. From time to time, we may offer services or features that require that your web browser be configured in a particular way, such as permitting the use of JavaScript or cookies. We reserve the right to discontinue support of a Current Version of software or an operating system if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use.

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain electronic Communications, we will give you notice of the revised hardware or software requirements. After receiving notice of the change you will have to give us a new affirmative consent or confirmation of consent to receive communications electronically.

8. Consent. By enrolling in and using Mobile Banking according to the process described in the Mobile Banking Addendum, you hereby give your affirmative consent to receive electronic Communications as described herein. You further agree that your Mobile Device satisfies the hardware and software requirements specified above and that you have provided us with a current email address at which we may send electronic Communications to you.

KENNEBUNK SAVINGS

PERSONAL MOBILE BANKING & MOBILE DEPOSIT SERVICES ADDENDUM TO THE PERSONAL ONLINE BANKING SERVICE AGREEMENT

PLEASE READ THESE TERMS CAREFULLY. BY ENROLLING IN AND USING THE MOBILE BANKING SERVICE AND/OR MOBILE DEPOSIT SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS ADDENDUM AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

1. Scope of Agreement. This Kennebunk Savings Personal Mobile Banking & Mobile Deposit Services Addendum (the "Addendum") sets forth the additional terms and conditions for use of the Mobile Banking Service ("Mobile Banking") and Mobile Deposit Service ("Mobile Deposit") offered to you through Kennebunk Savings Bank (the "Bank", "we", "us" and "our"). Mobile Banking and Mobile Deposit are used in conjunction with the Bank's Online Banking Service

("Online Banking"), and this Addendum supplements and shall be construed consistently with the Online Banking Service Agreement and Disclosure (the "Online Banking Agreement"). Terms not defined in this Addendum shall have the meaning given to them in the Online Banking Agreement. You remain subject to all of the terms and conditions of the Online Banking Agreement, as amended or changed from time to time. Because Mobile Banking and/or Mobile Deposit are offered through a service provider of the Bank, additional service provider terms and conditions will be provided to you electronically along with this Addendum. By using Mobile Banking and/or Mobile Deposit, you accept and agree to all the terms and conditions of this Addendum and to the service provider terms and conditions, as well as any changes in any of those terms and conditions. If you do not agree with the terms and conditions of this Addendum or the service provider terms and conditions, you may not use Mobile Banking or Mobile Deposit. Except as otherwise set forth in this Addendum, if this Addendum, including any definitions contained herein, conflicts with any additional terms and conditions, this Addendum and any amendment hereto from time to time shall control and supersede the additional terms and conditions, but only to the extent necessary to resolve the conflict. The terms and conditions of the agreements and disclosures for each of your Kennebunk Savings deposit accounts, as well as your other agreements with us, such as those related to loans, are incorporated by reference herein and continue to apply notwithstanding anything to the contrary in this Addendum. By using Mobile Banking and/or Mobile Deposit, you consent to the electronic transmission of personal financial information. Your consent will be deemed effective as long as you use Mobile Banking and/or Mobile Deposit. Please read this Addendum carefully and retain a copy for your records. Part A of this Addendum describes the terms and conditions that apply to your use of Mobile Banking, Part B describes the terms and conditions that apply to your use of Mobile Deposit, except as otherwise provided, and Part C describes general terms and conditions that apply to both Mobile Banking and Mobile Deposit, except as otherwise indicated. By clicking "I Agree" or the "Accept" button when you register for Mobile Banking and Mobile Deposit, or by using Mobile Banking or Mobile Deposit, you agree to the terms and conditions of this Addendum, as they may be amended from time to time.

PART A: MOBILE BANKING SERVICE. This Part A sets forth terms and conditions applicable to Mobile Banking when we make Mobile Banking available to you.

I. GENERAL TERMS AND CONDITIONS

- 2. Enrolling in Mobile Banking.** In order to use Mobile Banking, you must: (a) be enrolled in Online Banking and (b) have an eligible mobile communications device, which may include a mobile phone or a tablet (a "Mobile Device"). To access Mobile Banking, you will use a User ID and Password that you select when you enroll in Mobile Banking. If you are already enrolled in Online Banking, you will use the same User ID and Password that you use for Online Banking. Although Mobile Banking is phone device agnostic and will work with most Mobile Devices, the enrollment process may require you to provide information about the Mobile Device that you will use for Mobile Banking, as well as the telephone number for your Mobile Device, the telecommunications carrier that provides service to your Mobile Device, and your email address. Enrollment requires identification of your banking relationship with the Bank as well as verification of your Mobile Device.

You acknowledge that, in addition to the use of an individual User ID and Password, access to Mobile Banking includes a multi-factor authentication security procedure at log-in. This additional security procedure involves a credential that is in addition to User ID and Password security (hereinafter "Enhanced Log-in Security"). Enhanced Log-In Security uses a second factor of identity authentication that may include, but is not limited to, additional log-in security features such as identification and verification of IP addresses, registration of your Mobile Device and/or use of browser cookies, access filters and other authentication information. Enhanced Log-In Security will require you to establish and utilize, in addition to a User ID and Password, your own individual authentication through a one-time passcode via SMS text or voice call as part of a multi-part credential. These access credentials are used by the Bank to authenticate you. Further authentication may occur automatically due to the detection of unusual source occurrences in relation to your access credentials. If your one-time passcode is entered incorrectly on five (5) consecutive access attempts, your access to Mobile Banking will be blocked. It is your responsibility to provide us with accurate, complete and current information about you and your Mobile Device (including its telephone number, the telecommunications carrier, and your email address), and to notify us immediately if any of this information changes or if service to your Mobile Device is terminated. We reserve the right to refuse or cancel your registration for Mobile Banking if we cannot verify information about you and/or your Mobile Device.

- 3. Mobile Banking Requirements.** Mobile Banking may be provided in one or more formats, including without limitation: (a) "Mobile App," which is a downloadable application designed to run on smartphones, tablet computers and other Mobile Devices, through which Mobile Banking may then be accessed; or (b) "Text Banking," which is a text messaging service component of Mobile Banking that uses standardized communication protocols to allow fixed line or Mobile Devices to exchange short text messages regarding your Mobile Banking Accounts (as defined below). Not all methods will be available on all Mobile Devices. If you use Mobile Banking in the form of SMS messages or email, you are solely responsible for the content of and the mis-delivery of any SMS messages and emails. You agree to provide accurate source indication (i.e., the Mobile Device's mobile phone number for SMS messages) of any SMS messages you send. YOU ACKNOWLEDGE THAT THESE MESSAGES MAY INCLUDE INFORMATION THAT IS CONSIDERED CONFIDENTIAL UNDER FEDERAL AND STATE LAW, AND SOMEONE WHO HAS ACCESS TO YOUR SMS HISTORY OR EMAIL ACCOUNT MAY BE ABLE TO VIEW YOUR CONTENT. We may change Mobile Banking or its requirements at any time, and may refuse to process any transaction through Mobile Banking at any time. You are required to know and understand how to use Mobile Banking, as it may be changed or upgraded. We will not be liable for any losses or damages due to delays or transmission errors or failures caused by you or your mobile device service provider/carrier.
- 4. Standard Data and Text Messaging Rates Apply.** You understand that the standard data and text messaging rates charged by the mobile device service provider/carrier providing service for your Mobile Device apply when you use your Mobile Device to enroll in and use Mobile Banking.
- 5. Representations, Warranties and Covenants.** When you use Mobile Banking to access Accounts you designate during the enrollment process (each Account so designated being a "Mobile Banking Account"), you agree to certain representations, warranties and covenants.
- 5.1 Representations and Warranties. When enrolling in and using Mobile Banking, you represent and warrant that:
- (a) The Mobile Banking Accounts and other financial information that may be accessed via Mobile Banking are in your name (as owner, co-owner, or as otherwise expressly agreed by us in our sole and exclusive discretion);
 - (b) By enrolling the Mobile Banking Accounts in Mobile Banking and conducting transactions on the Mobile Banking Accounts using Mobile Banking, you represent that you are not violating the rights of any other person, nor is the consent of any third person required for you to enroll in Mobile Banking or conduct transactions on the Mobile Banking Accounts;
 - (c) You are authorized to permit us or any of our third party vendors to use any information submitted by us to configure Mobile Banking to be compatible with the Mobile Banking Accounts and the Mobile Device; and
 - (d) All information provided to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information.
- 5.2 Covenants and Agreements. When enrolling in and using Mobile Banking, you covenant and agree that:
- (a) You will not misrepresent your identity or Account information;
 - (b) You will keep your Mobile Banking Account information up-to-date and accurate;
 - (c) We and our service providers may send you, by SMS text message, email, and other methods, communications relating to Mobile Banking (with an opportunity to opt-out where required by Applicable Law), including without limitation welcome messages, information and requests for information relating to use of Mobile Banking or Online Banking, and one-time passcodes to authenticate you when you attempt to log into Mobile Banking or Online Banking from an unrecognized device;
 - (d) You will use Mobile Banking carefully, keeping your User ID, Password and other credentials required to login to Mobile Banking confidential and secure and refraining from sharing such information with others;
 - (e) You will check your statements and transactions regularly, report any errors to us promptly, and cancel immediately your participation in Mobile Banking if you observe any material errors in Mobile Banking by contacting us at one of the methods listed in Section 69; and
 - (f) If you use any location-based feature for Mobile Banking, you agree that its geographic location and other personal information may be accessed and disclosed through Mobile Banking. If you wish to revoke access to such information, you must cease using location-based features of Mobile Banking.
 - (g) You further agree that you will not: (i) Participate in or assist in any fraudulent or deceptive act or practice; (ii) Use Mobile Banking or Mobile App(s) to impersonate another person or entity; (iii) Violate any law,

statute, ordinance or regulation; (iv) Make a statement to us that is false, misleading or inaccurate; (v) Be defamatory, libelous, unlawfully threatening or unlawfully harassing; (vi) Interfere with or disrupt Mobile Banking or Mobile App(s) or other software; (vii) Interfere with or disrupt the use of Mobile Banking by any other user; or (viii) Use Mobile Banking or the Mobile App(s) to gain unauthorized entry or access to the systems or information of others.

6. Accurate Information. You agree that all information you provide to us in connection with Mobile Banking will be accurate, current and complete. You will not misrepresent your identity or Account information to us. YOU AGREE THAT KENNEBUNK SAVINGS WILL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION YOU PROVIDE TO US.

7. Mobile Banking Security.

7.1 You agree to use Mobile Banking carefully, to keep any passwords, user IDs, security information and your activation code for using Mobile Banking confidential and secure and not share them with others. We shall be entitled to conclude that any person using your User ID, Password, your activation code or possessing your security information is authorized to receive information about and perform transactions relating to the Mobile Banking Accounts enrolled in Mobile Banking. You agree not to provide other persons with access to Mobile Banking using your User ID, Password, activation code, or security information, nor will you impersonate or use anyone else's User ID, Password, activation code, or security information at any time, even if authorized by that person to do so. We also strongly encourage you to enable the "LOCK" feature on your Mobile Device for additional security. You agree that you are responsible for reviewing promptly each periodic statement for your Account(s) (including each Mobile Banking Account) in order to detect any unauthorized transactions.

7.2 Additional, optional authentication methods may be offered by us from time to time. These additional authentication methods may include Touch ID™ and Fingerprint Sign In Authentication for use with the Mobile App and certain eligible Mobile Devices. When made available by us, you may turn on or off these authentication methods by checking or unchecking the "Enable Touch ID" or "Enable Fingerprint Sign In" checkboxes on the Settings screen within the Mobile App. Fingerprints are stored on your Mobile Device only. We will never see your fingerprint information and we will never store your fingerprint information. You acknowledge that by enabling Touch ID or Fingerprint Sign In, anyone who has a fingerprint stored on your Mobile Device will have access to your personal and payment Account information via the Mobile App. We reserve the right to suspend or disable this feature at any time. Touch ID and Fingerprint Sign In can only be associated with one User ID at a time on a Mobile Device. If you believe someone has gained unauthorized access to your Mobile Banking Account(s) or your User ID and/or Password has been stolen, contact us as provided in Section 69.

8. Proper Use of Mobile Banking. Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use your Mobile Device and Mobile Banking and associated software / application (the "Software") before using it, and that you always use it in accordance with any online instructions that may be delivered to you. From time to time we may change, upgrade, or add new features to Mobile Banking. In the event of such changes, you are responsible for making sure that you understand how to use the updated or changed version of Mobile Banking and/or Software. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Mobile Device. You agree to exercise caution when utilizing Mobile Banking and to use good judgment and discretion when obtaining or transmitting information.

9. Relationship of this Addendum to Other Agreements. You agree that when you use Mobile Banking, you remain subject to the terms and conditions of the Online Banking Agreement our Personal Terms and Conditions of Your Account, your Consumer Loan Agreement and any and all other existing agreements with us and our affiliates. You also agree that you will continue to be subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, the mobile device service provider/carrier for your Mobile Device, and you understand that your use of Mobile Banking and the terms of this Addendum do not amend or supersede any of the agreements with these telecommunications carriers (such agreements being your "Mobile Device Agreements"). You understand that your Mobile Device Agreements may provide for fees, limitations and

restrictions which might impact your use of Mobile Banking (for example, they may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages and alerts, or other use of your Mobile Device when using the Software or other products and services provided by Mobile Banking or Mobile Deposit). You agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services, and that your mobile service carrier is not the provider of Mobile Banking. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly as provided in Section 69.

10. Text Banking. You may use Text Banking to request information about your Mobile Banking Accounts by sending us a text/SMS message to request balance and/or transaction information. You will receive a text/SMS message reply with the requested balance and/or transaction information. With Text Banking, text certain commands or codes to us to obtain the requested information— e.g., text “BAL” to get balances on all of your Mobile Banking Accounts in reply. With this feature, no personal information is exchanged (such as your full Account number, Password or email address).

11. Mobile Banking. You may use Mobile Banking to initiate the following types of transactions to or from your Mobile Banking Accounts through your Mobile Device using the Mobile App (each, a “Mobile Banking Transaction”):

11.1 Account Inquiries: You may review information regarding your Mobile Banking Accounts through Online Banking, including information on your Account transactions occurring during a minimum of the last thirty (30) days. Any balances shown will include a date as of which the balance is shown. This balance may not be your actual available balance, and it may include deposits that are still subject to verification by us. The balance shown may also differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, items in process, charges or unsettled debit card activity.

11.2 Consumer Loan Payments: You may provide us with Transfer Instructions requesting that we transfer funds from your Personal Deposit Accounts (other than certificates of deposit, individual retirement accounts (“IRAs”)) that are Mobile Banking Accounts to make either one-time or recurring payments on those Consumer Loans you have with us that are Mobile Banking Accounts under Online Banking. Some limitations to the frequency of Consumer Loan transactions may apply.

11.3 Transfers: You may make immediate, one-time transfers of funds between your Mobile Banking Accounts (each such transfer a “Mobile Transfer”). You may transfer any amount of your available balance (as defined in our Personal Terms and Conditions of Your Account) per Mobile Transfer as long as the transaction does not cause your available balance in the Mobile Banking Account to be debited to be less than zero. Mobile Transfers received by 7:00 P.M. Eastern Time (“ET”) will be effective on the current Business Day. Mobile Transfers made after this cut-off time or any time on a Saturday, Sunday or federal holiday will be effective the following Business Day. You are not able to schedule future or recurring transfers with Mobile Banking, or to make two or more transfers from one Mobile Banking Account to a second Mobile Banking Account in exactly the same amount between the cut-off hour on one Business Day and the cut-off hour on the next Business Day.

11.4 Bill Pay: If you are enrolled in Bill Pay, you may use Mobile Banking to pay a bill to a person or business previously established in Online Banking (a “Biller”) from a Mobile Banking Account. Each Bill Pay transaction that you initiate through your Mobile Device will be considered a “Mobile Bill Pay Transaction.” You may also use Mobile Banking to view, edit and delete pending Mobile Bill Pay Transactions. Your use of Bill Pay through your Mobile Device is subject to the same Bill Pay Terms of Service provided to you when your use of Bill Pay via Online Banking is enabled by us. Your use of Bill Pay via Mobile Banking is subject to the terms and conditions of the Online Banking Agreement and the Bill Pay Terms of Service.

11.5 Instant Balance: This feature allows you to view your Account balance on the Mobile App without entering your Password. You may set up Instant Balance for up to six (6) Mobile Banking Accounts per Mobile App.

12. Limitations on Mobile Transactions.

12.1 Home Equity Lines of Credit. A home equity line of credit is a type of Consumer Loan and the only type of Consumer Loan from which you may make an advance using Mobile Banking. There is no minimum advance

amount from your home equity line of credit with us. You may only make an advance by transferring funds from your home equity line of credit with us to a checking account with us. The maximum advance amount cannot exceed the amount permitted by the Consumer Loan Agreement governing your home equity line of credit.

12.2 Dollar and Frequency Limitations on Transfers. Certain Mobile Transfers can be made as described in Section 11. We reserve the right to limit the frequency and dollar amount of these transactions for security reasons. Mobile Transfers from your Mobile Accounts must be made in accordance with the terms of this Addendum, the Online Banking Agreement and any applicable Account Agreements.

13. Mobile Device Limitations. Mobile Banking and some Mobile Banking Transactions may not be available on all types of Mobile Devices. You also understand and agree that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming.

14. Mobile Banking License Agreement.

14.1 License. Subject to your compliance with this Addendum, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license ("License") to download, install and use the Software on your Mobile Device within the United States and its territories. In the event that you obtain a new or different Mobile Device, you may be required to download and install the Software to that new or different Mobile Device.

14.2 License Restrictions / Revocation. This License shall be revoked immediately upon any of the following events: (a) Your termination of Mobile Banking; (b) Your deletion of the Software from your Mobile Device; (c) Your noncompliance with this Addendum; or (d) Our termination or suspension of your use of Mobile Banking (as described in Section 34), which includes your License and right to use the Software. In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your Mobile Device and/or discontinue use. We and our service providers (which includes, without limitation, any provider of the Software, such as Fiserv Solutions, Inc.) reserve all rights not granted to you in this Addendum.

14.3 Scope of License / Limits on Your Use of Software. The Software shall be used solely in connection with Mobile Banking and may not be used by you for any other reason. You may not grant any sublicenses to the Software. You agree that you will not: (a) Modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Software; (b) Copy or reproduce all or any part of the technology or Software, (c) Resell or make commercial use of the Software; or d. Interfere, or attempt to interfere with the technology or Software. The Software does not include various third party operating systems and applications that will be required to use the Software. You will be solely responsible for such third party software.

14.4 Confidentiality of Software. You acknowledge that the Software contains trade secrets and other proprietary and confidential information, whether or not the Software contains any copyright or other proprietary notice. You agree to take commercially reasonable precautions to protect the confidentiality of the Software. You agree that you will: (a) Not print, copy, or duplicate any portion of the Software; (b) Not alter any copyright notices on the Software; (c) Not make the Software available in any form to anyone except your agents for purposes specifically related to your authorized use; (d) Take appropriate action with any persons permitted access to the Software to inform them of the confidential nature thereof and to obtain their compliance with the terms of this Section 14 of this Addendum; (e) Only use the Software for your personal use and not for the benefit of any other person or entity; and (f) Comply with all of our procedures and requirements for use of the Software. The provisions of Section 14 will survive termination of this Addendum and the Online Banking Agreement.

15. General Conduct in Use of Mobile Banking. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) Infringe any third-party copyright, patents, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software; (b) Be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) Violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) Be false, misleading or inaccurate; (e) Create liability for us or our affiliates or service providers, or cause us to lose

(in whole or in part) the services of any of our service providers; (f) Be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) Potentially be perceived as illegal, offensive or objectionable; (h) Interfere with or disrupt computer networks connected to Mobile Banking; (i) Interfere with or disrupt the use of Mobile Banking by any other user; or (j) Constitute and attempt to gain unauthorized entry or access to the computer systems of others.

16. Export Control. You acknowledge that the Software is subject to the United States (U.S.) government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the Software. You agree that you will not directly or indirectly use, export, re-export, or transfer the Software except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use Mobile Banking in any embargoed or sanctioned country.

17. Fees. We do not charge a fee to enroll in or use Mobile Banking. You may be charged a fee by us or our service providers to use certain features of Mobile Banking (e.g., Bill Pay) or to perform certain Mobile Banking Transactions as the same may be disclosed to you from time to time. However, you may incur charges to receive Internet, cellular or other data service on your Mobile Device. You understand and agree that you are responsible for all charges and fees that your Internet or mobile device service provider/carrier may charge you for your use of Mobile Banking.

18. Your Liability for Electronic Transfers from or to Account(s). You are responsible for all Mobile Transactions that you initiate or authorize using Mobile Banking. If you allow any person to obtain or to use your User ID or Password, you will have authorized that person to access your Mobile Banking Account(s), and you are responsible for any Mobile Transactions that person initiates or authorizes from your Mobile Banking Account(s) and any agreements that person accepts or acknowledges electronically through Mobile Banking.

19. Limitation of Our Liability for Certain Damages. We agree to make reasonable efforts to ensure the full performance of Mobile Banking. We will be responsible for acting only on those instructions which are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of any messages or Mobile Transactions you send. We are not responsible for any losses or delays in transmission of Mobile Transactions arising out of the use of any Internet and wireless service provider, your connection to the Internet, or caused by your Mobile Device or Computer, or by any browser software installed thereon. Our sole responsibility for an error in a Mobile Transaction will be to correct the error, and our liability with respect to any of our errors or other acts or omissions by us shall be subject to the limits as set forth in the Online Banking Agreement.

20. Stop Payment of Mobile Transfers. Currently, all Mobile Transfers are limited to one-time transfers only and, therefore, the stop payment feature is inapplicable.

II. ELECTRONIC FUND TRANSFER TERMS AND CONDITIONS

The terms and conditions in this Section II are applicable to your use of Mobile Banking to initiate Mobile Banking Transactions to or from Personal Deposit Accounts and Consumer Loans.

21. Unauthorized EFTs from your Personal Deposit Account(s). (a) Tell us AT ONCE if you believe your User ID and/or Password has been stolen or used without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Personal Deposit Account (plus your maximum line of credit, as available). If you believe your User ID and/or Password has been stolen or used or that someone has transferred or may transfer money from your Account(s) without your permission, you may call or write to us at the telephone number and address found in Section 69. (b) You will have no liability for unauthorized transactions, as described above, if you notify us within sixty (60) days after the Personal Deposit Account statement showing the transaction has been mailed or otherwise made available to you. If you do not, you may not get back any of the money you lost from any unauthorized transaction that occurs after the close of the 60-day period, if we can show that we could have stopped the transaction if you had notified us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

- 22. Confidentiality; Disclosure of Deposit Account Information to Third Parties.** We will disclose information to third parties about your Personal Deposit Account and/or the Mobile Transactions you make: (a) For certain routine disclosures necessary for the completion of an Mobile Transaction or to resolve errors; (b) For verification of the existence and condition of your Personal Deposit Account for a third party, such as a credit bureau or merchant; (c) In order to comply with a government agency or court order or lawful subpoena; (d) If you give us your written permission; or (e) In accordance with our separate Privacy Disclosure.
- 23. Right to Get Documentation of EFTs.** You will get a monthly statement covering the EFT transactions that you conduct on your Personal Deposit Account (unless there are no EFTs in a particular month, in any case you will get a statement at least quarterly). You agree to review your monthly statement promptly after you receive it in accordance with this Addendum and the Terms and Conditions of Your Deposit Account. You also agree to tell us promptly about any change in your address, so that we may send your monthly statements to your correct address. Certain Personal Deposit Accounts, including but not limited to savings accounts, money market deposit accounts, and IRAs, will receive a periodic statement if there is no EFT activity. If you have arranged to have direct deposits made to your Personal Deposit Account at least once every sixty (60) days from the same person or company, you can call us at the phone number listed in Section 69 to find out whether the deposit has been made. If you have a passbook savings Account with us where the only possible type of EFTs are direct deposits, and if you bring your passbook to us, we will record any electronic deposits made to your passbook savings Account since the last time you brought in your passbook. A copy of any documentation provided to you that indicates that an EFT transaction was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.
- 24. Stop Payment of Preauthorized EFTs.** If you have told us in advance to make regular, preauthorized EFTs from your Personal Deposit Account(s), you can stop any of these payments. Here's how: call or write to us at the phone number and/or address provided in Section 69 of this Addendum. In order to stop payment on preauthorized EFTs, we must be notified at least three (3) Business Days prior to the regularly scheduled EFT date. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We may charge you a fee (as provided in our Fee Schedule) for each stop payment order that you give.
- 25. Notice of Varying Amounts of Preauthorized EFTs.** If your preauthorized EFTs may vary in amount, the person (or organization) you are going to pay will tell you at least ten (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.
- 26. Contact in Event of Unauthorized Mobile Banking Transaction.** If you believe your User ID or Password has been lost or stolen or that someone has transferred or may transfer money from your Personal Deposit Account(s) without your permission, contact us as provided in Section 69. You should also contact us as provided in Section 69 if you believe a transfer has been made using the information from your check without your permission.
- 27. IN CASE OF ERRORS OR QUESTIONS ABOUT MOBILE TRANSACTIONS FROM YOUR PERSONAL DEPOSIT ACCOUNTS.** Telephone us at and/or write us at the phone number and address listed in Section 69 of this Addendum 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 sent the FIRST statement on which the problem or error appeared. (a) Tell us your name and Personal Deposit Account number (if any). (b) 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. (c) 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 ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days after we hear from you (twenty (20) Business Days if the transfer involved a new Personal Deposit Account) and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (90 days if the transfer involved a new Personal Deposit Account, point-of-sale or foreign-initiated transaction) to investigate your complaint or question. If we decide to do this, we will credit your Personal Deposit Account within ten (10) Business Days (twenty (20) Business Days for new Personal Deposit Accounts) 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 ten (10) Business Days, we may not credit your Personal Deposit Account. We will tell you the results within three (3) 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.

28. Liability for Failure to Stop Payment of Preauthorized EFTs from Your Personal Deposit Accounts. If you order us to stop one of these payments from your Personal Deposit Account(s) 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, subject to the limitations set forth in your our Terms and Conditions of Your Account, the Online Banking Agreement and elsewhere in this Addendum.

29. Our Liability if We Fail to Make Certain EFTs To or From Your Personal Deposit Accounts. If we do not complete an EFT to or from your Personal Deposit Account on time or in the correct amount according to our agreement with you, we will be liable only for your losses or damages. However, there are some exceptions to our liability to you. We will NOT be liable, for instance: (a) If, through no fault of ours, you do not have enough money in your Personal Deposit Account(s) to make the transfer. (b) If you have an overdraft line and the transfer would go over the credit limit. (c) If Mobile Banking was not working properly and you knew about the breakdown when you started the Mobile Transaction. (d) If circumstances beyond our control (such as fire or flood) prevent us from making a transfer or payment, despite reasonable precautions that we have taken (such circumstances include Internet or wireless telecommunication outages or interruptions, postal strikes, delays caused by payees, fires, and floods). (e) If you do not give proper, complete or correct Transfer Instructions, or you do not follow the procedures in this or any other Account Agreements with us for requesting such services. (f) If your User ID and/or Password has been reported lost or stolen, or we have canceled your User ID and/or Password, or Mobile Banking. (g) If we have reason to believe that you or someone else is using Mobile Banking for fraudulent or illegal purposes. There may be other exceptions and limitations stated in your Online Banking Agreement, in the Terms and Conditions of Your Account or in this Addendum.

III. MISCELLANEOUS TERMS RELATED TO MOBILE BANKING

30. Use of Aggregate Data. We and our service providers will use information you provide for purposes of providing Mobile Banking and to prepare analyses and compilations of aggregate customer data that does not identify you individually (such as the number of customers who signed up for Mobile Banking in a month).

31. Third Party Disclosure of Account Information. Neither we, nor any of our service providers, including Fiserv Solutions, Inc. ("Fiserv"), assume responsibility for any disclosure of Account information by third parties (such as the telecommunications carrier for your Mobile Device) or for the timeliness, deletion, mis-delivery or failure to store any user data, communications, or personalization settings in connection with your use of your Mobile Device or Mobile Banking.

32. Mobile Device Functionality. Neither we, nor any of our service providers, including Fiserv, assume responsibility for the operation, security, functionality or availability of any Mobile Device or mobile network that you utilize to access Mobile Banking.

33. Synchronization of Mobile Banking and Online Banking. Information about activity on your Accounts is synchronized between the Software and Online Banking. Information about your Accounts and transactions that is made available through the Software may differ from the information that is available through Online Banking or other customer service options available to you. Information available through Online Banking or other customer service options may not be available via the Software, may be described using different terminology, or may be more current than the information available via the Software (including but not limited to Account balance information). The method of entering instructions to use Mobile Banking may differ from the method of entering instructions to use Online Banking. We are not responsible for such differences, whether or not attributable to your use of the Software. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions you may take in reliance thereon.

34. Suspension and Termination of Mobile Banking. You will have access to Mobile Banking until suspended or terminated by us, by you, or by a third party such as your carrier or Mobile Device vendors. You may cancel

participation in Mobile Banking by following the steps we make available online or that are provided for in the Mobile App(s), including deleting the Mobile App(s) from the Mobile Device or un-enrolling your Mobile Banking Account(s) in Mobile Banking. You may also cancel your participation in Mobile Banking by contacting us as set forth in Section 69. You agree that we or our third party vendors may change or cancel Mobile Banking, or may suspend your access to Mobile Banking at any time without notice and for any reason including, but not limited to, your non-use of Mobile Banking or the Mobile App(s). Neither we nor our third-party vendors shall be liable for any modification or discontinuance of Mobile Banking. Termination shall not affect your liability under Section 18 for transactions commenced or taken by us on your behalf.

35. Indemnification. You agree to indemnify, defend, and hold us and our affiliates and service providers harmless from and against any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of Mobile Banking, your violation of this Addendum, your violation of Applicable Law, or your infringement (or infringement by any other user of your account) of any intellectual property or other right of anyone.

36. Limitations and Warranty Disclaimers. We and our service providers disclaim all warranties relating to Mobile Banking or otherwise in connection with this Addendum, whether oral or written, express, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for particular purpose and non-infringement. Neither we nor our service providers will be liable to you or any third party for any indirect, incidental, exemplary, special, punitive or consequential damages of any kind, or for any loss of profits, business, or data, whether based in statute, contract, tort or otherwise, even if we or our service providers, as applicable, have been advised or, or have reason to know of, the possibility of such damages. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

PART B: MOBILE DEPOSIT SERVICE. This Part B sets forth terms and conditions applicable to Mobile Deposit when we make Mobile Deposit available to you.

37. Mobile Deposit Service. Mobile Deposit allows you to make deposits to your Personal Deposit Accounts from remote locations by using your eligible camera-enabled Mobile Device to capture images of your original paper checks ("Original Checks") and delivering the images and associated deposit information ("Images") to us or our designated processor. To use Mobile Deposit, you must be enrolled in Online Banking and Mobile Banking.

38. Eligibility. In order to use Mobile Deposit, you must: (a) have one or more eligible Accounts with us, (b) have an eligible Mobile Device (as described below), (c) enroll in Online Banking and Mobile Banking; and (d) use Mobile Deposit properly, as provided in this Addendum.

39. Hardware and Software Requirements. In order to use Mobile Deposit, you must obtain and maintain, at your own expense, compatible hardware and software as specified by us from time to time. You are responsible for providing your own eligible camera-enabled Mobile Device to access Mobile Deposit. The Mobile Device must have the Current Version (as defined below) of (i) an operating system, such as Windows, Mac OS, iOS or Android, and (ii) a web browser, such as Chrome, Safari or Firefox, that supports our Mobile Banking service. "Current Version" means a version of the software that is currently being supported by its publisher. From time to time, we may offer services or features that require that your web browser be configured in a particular way, such as permitting the use of JavaScript or cookies. We reserve the right to discontinue support of a Current Version of software or an operating system if, in our sole opinion, it suffers from a security flaw or other flaw that makes it unsuitable for use. We are not responsible for any third party software you may need to use Mobile Deposit. Any such software is subject to the terms and conditions of the software license agreement you enter into directly with the third party software provider at the time of download and installation. You are also responsible for the charges of any mobile device service provider/carrier or Internet service provider you may utilize in accessing Mobile Deposit. It is your responsibility to provide us with accurate, complete and current information about you and your Mobile Device (including your telephone number, the mobile device service provider/carrier, and your email address), and immediately make applicable changes via the Online Banking website if any of this information changes or if service to your Mobile Device is terminated. We reserve the right to refuse or cancel your enrollment in Mobile Deposit if we cannot verify information about you and/or your Mobile Device.

40. Acceptance of Terms. By using or continuing to use Mobile Deposit, you agree to the terms of this Addendum, and any changes to such terms and conditions that apply to the use of Mobile Deposit by you, as of the effective date of such amendments. If you do not agree with these terms (as may be amended from time to time), you may not use Mobile Deposit. Your agreement to the terms of this Addendum and all amendments thereto will be deemed effective for as long as you use Mobile Deposit.

41. Charges for Mobile Deposit. You agree to pay for any charges we may assess for Mobile Deposit in accordance with our current Fee Schedule, as may be amended from time to time, or you may elect to terminate use of Mobile Deposit. We will advise you of any fee changes prior to implementing them to the extent and as required by applicable law. You authorize us to automatically charge the Mobile Deposit Account into which the deposit was made for all such fees incurred in connection with Mobile Deposit. In the future, we may add to or enhance the features of Mobile Deposit. By using such added or enhanced features, you agree to pay for them in accordance with our Fee Schedule.

42. Deposit Limits. We may establish or change limits on the deposits you make via Mobile Deposit. Such limits may include but are not necessarily limited to daily and/or monthly limits on the dollar amount and/or number of items or deposits from time to time, in our sole discretion. You may contact us as provided in Section 69 for more information about specific limits applicable to your use of Mobile Deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Addendum, and we will not be obligated to allow such a deposit at other times. Deposit limits apply to each individual owner of a Personal Deposit Account. For example, if you are a joint owner of a Mobile Deposit Account, and each of the joint owners downloads the Mobile App, each joint owner may make deposits up the applicable limits. Any requests by you for temporary increases in the applicable limits will be reviewed by us on a case-by-case basis and are subject to approval in our sole and exclusive discretion.

43. Eligible Items. You hereby agree that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"). You agree that the Image of the check that is transmitted to the Bank (each such check and other item is referred to in this Addendum as a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code. You also acknowledge and agree that deposits that you make using Mobile Deposit are not "Electronic Fund Transfers" as that term is defined in Regulation E. You further agree that you will not use Mobile Deposit to deposit any Checks or other items (considered ineligible or "Prohibited Checks") that:

- are payable to any person or entity other than yourself or otherwise to the owner of the account that the item is being deposited into (i.e., a third-party check);
- are prohibited by our then-current procedures pertaining to Mobile Deposit or are in violation of any law, rule or regulation;
- you know or suspect, or should know or suspect, are altered on the front of the item, fraudulent or otherwise not authorized by the owner of the account on which the Checks are drawn;
- have been previously endorsed by a bank and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, unless we expressly agree otherwise;
- are drawn on financial institutions that are located outside of the United States or Territories of the United States;
- are payable jointly, unless deposited into a deposit account in the name of all payees;
- are remotely created checks, as defined in Reg. CC, or are remotely created payment orders;
- are not payable in United States currency;
- are dated more than six (6) months prior to the date of deposit or contain a date in the future;
- have any endorsement on the back other than that specified in this Addendum;
- have previously been submitted through Mobile Depositor through a remote deposit service offered at any other financial institution;
- are drawn or otherwise issued by the U.S. Treasury Department; and
- are not acceptable to us for deposit into a deposit account as provided in our Terms and Conditions of Your Account. If you deposit a Prohibited Check, as described above, you agree to indemnify and reimburse us for,

and hold us harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) that we may incur associated with any warrant, indemnity or other claim related thereto.

44. Requirements.

- 44.1 You understand that you must, and hereby agree, at your sole cost and expense, to use a Mobile Device that meets all technical requirements for the proper delivery of Mobile Deposit and that fulfills your obligation to obtain and maintain secure access to the Internet. You understand and agree you may also incur, and shall pay, any and all expenses related to the use of Mobile Deposit, including, but not limited to, telephone service or Internet service charges. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of Mobile Deposit. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with Mobile Deposit and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements. We are not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet. We are not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your Mobile Device and/or any associated hardware or software, or failures of or interruptions in any electrical, telephone or Internet services. We hereby advise you, and you hereby agree to scan your Mobile Device and/or any associated hardware or software on a regular basis using a reliable virus detection product in order to detect and remove viruses.
- 44.2 Each Image must provide all information on the front and back of the Original Check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the Original Check, MICR information, signature(s), any required identification written on the front of the Original Check and any endorsements applied to the back of the Original Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.
- 44.3 Endorsements must be made on the back of the Check within 1 ½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and "FOR MOBILE DEPOSIT ONLY AT KENNEBUNK SAVINGS BANK," or as otherwise specified by us from time to time. Any loss we incur from a delay, processing error or any other action resulting from an irregular endorsement or other markings by you will be your responsibility.
- 44.4 A Check payable to two payees must be endorsed by both payees. If the Check is payable to you or your joint owner, either of you can endorse it. If the Check is made payable to you and your joint owner, both of you must endorse the Check and it must be deposited into a Mobile Deposit Account owned by both of you.

45. Receipt of Deposit.

- 45.1 All Images processed for deposit through Mobile Deposit will be treated as "deposits" under our Terms and Conditions of Your Account and the Online Banking Agreement. You may check on the status of a deposit made through Mobile Deposit by selecting "View mobile deposit history" on the "Deposit" tab within the Mobile App. Notwithstanding the fact that we have accepted a Mobile Deposit for processing, any credit made to your Mobile Deposit Account shall be provisional as further described in Section 51 below, and you shall remain liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against us. We reserve the right to adjust any deposit, as further described in our Terms and Conditions of Your Account, to reconcile discrepancies in an Image.
- 45.2 We shall have no liability to you for the rejection of a deposit through Mobile Deposit or the Images or other information contained therein or for our failure to notify you of such rejection. We are not responsible for any Image that we do not receive.
- 45.3 Following receipt, we may process the Image by preparing a "substitute check" or clearing the item as an Image.
- 45.4 We reserve the right, at our sole and absolute discretion, to reject any Image for remote deposit into your Mobile Deposit Account. We will use commercially reasonable efforts to notify you of rejected Images by phone, email or other means.

- 46. Retention of Original Checks.** You must securely store the Original Check for thirty (30) Calendar Days after transmission to us and make the Original Check accessible to us at our request. Upon our request from time to time, you will deliver to us within two (2) Business Days, at your expense, the requested Original Check in your possession. If not provided in a timely manner, such amount will be reversed from your Mobile Deposit Account. Promptly after such period expires, you must destroy the Original Check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an Original Check, the Image will be the sole evidence of the Original Check. You agree that you will never deposit the Original Check or present the Original Check to us or anyone else for payment. You understand that you are responsible if anyone is asked to make a payment based on an Original Check that has already been paid.
- 47. Returned Deposits.** Any credit to your Mobile Deposit Account for Checks deposited using Mobile Deposit is Provisional. As used herein, "Provisional" means that the credit for the deposit is made to your Mobile Deposit Account subject to final payment of the Checks and subject to the terms of the Terms and Conditions of Your Account. If Original Checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the Image, you agree that an Original Check will not be returned to you, but that we may charge back the amount of the Original Check and provide you with an Image of the Original Check, a paper reproduction of the Original Check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an Original Check if it has been charged back to you. We may set-off against any of your Accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.
- 48. Your Warranties.** You make the following warranties and representations with respect to each Image: (a) Each Image is a true and accurate rendition of the front and back of the Original Check, without any alteration, and the drawer of the Check has no defense against payment of the Check. (b) The amount, payee(s), signature(s), and endorsement(s) on the Image and on the Original Check are legible, genuine, and accurate. (c) You will not deposit or otherwise endorse to a third party the Original Check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Original Check or a paper or electronic representation of the Original Check such that the person will be asked to make payment based on an item that has already been paid. (d) There are no other duplicate Images of the Original Check. (e) The Original Check was authorized by the drawer in the amount stated on the Original Check and to the payee(s) stated on the Original Check. (f) You are authorized to enforce and obtain payment of the Original Check. (g) You have possession of the Original Check and no party will submit the Original Check for payment. With respect to each Image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and Images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.
- 49. Compliance with Applicable Law.** You will use Mobile Deposit for lawful purposes and in compliance with all Applicable Law. You agree to comply with all existing and future operating procedures used by us for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting Checks and items, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and any clearinghouse or other organization in which we are a member or to which rules we have agreed to be bound. These procedures, rules, and regulations (collectively the "Rules") and laws are incorporated herein by reference. In the event of conflict between the terms of this Addendum and the Rules, the Rules will control.
- 50. Mobile Deposit Unavailability.** Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit Original Checks at our branches or through our ATMs or by mailing the Original Check to us at the address provided in Section 69. You hereby acknowledge and

agree that we shall not be liable to you for any loss or damage of any nature you sustain as the result of your inability to use Mobile Deposit.

51. Funds Availability. You agree that items transmitted using Mobile Deposit are not subject to the funds availability requirements of Regulation CC. The cut-off time applicable to deposits made through Mobile Deposit is Monday through Friday at 4:00 P.M. Eastern Time ("ET"). Deposits received using Mobile Deposit before 4:00 P.M. ET on Monday through Friday will be considered deposited on that day. Deposits received using Mobile Deposit after 4:00 P.M. ET on a Monday through Friday and deposits received on a Saturday, Sunday or federal holiday at any time will be considered deposited on the next Business Day as defined in the Terms and Conditions of Your Account. Funds from deposits made using Mobile Deposit before the applicable cut-off time will generally be available after close-of-business processing on the same Business Day we receive the deposit. Funds from deposits made through Mobile Deposit that are made after the applicable cut-off time or at any time on a Saturday, Sunday or federal holiday will generally be available after close-of-business processing on the next Business Day following our receipt of the deposit. We may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as we, in our sole discretion, deem relevant. We may also delay the availability of funds associated with your Mobile Deposit in accordance with the Terms and Conditions of Your Account, including our Funds Availability Disclosure.

52. Mobile Deposit Security. You should promptly complete each deposit through Mobile Deposit once you have captured the picture or Image of each Original Check. If you are unable to complete your deposit promptly, you will ensure that your Mobile Device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. By using Mobile Deposit, you accept the risk that an item deposited through Mobile Deposit will be intercepted or misdirected during transmission. We bear no liability to you or others for any such intercepted or misdirected items or information disclosed through such transmission errors. You will notify us immediately by contacting us as provided in Section 69, if you learn of any loss or theft of Original Checks. You will ensure the safety and integrity of Original Checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Addendum.

53. Your Responsibility.

53.1 You are solely responsible for the quality, completeness, accuracy, validity and integrity of the Image. You are solely responsible if you, intentionally or unintentionally, submit a fraudulent, incorrect or illegible Image(s) to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable Images to us.

53.2 You agree to notify us of any suspected errors regarding items deposited through Mobile Deposit right away, and in no event later than thirty (30) days after the applicable Account statement is sent or otherwise made available. Unless you notify us within sixty (60) days, such statement regarding all deposits made through Mobile Deposit shall be deemed correct, and you are precluded from bringing a claim against us for such alleged error. You can contact us as provided in Section 69 or by visiting one of our branches.

54. Your Indemnification Obligation.

54.1 You understand and agree that you are required to indemnify us and hold us harmless, including our affiliates, officers, employees and agents against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses arising from your use of Mobile Deposit and/or breach of this Addendum. You understand and agree that this paragraph shall survive the termination of this Addendum.

54.2 You also understand and agree that you are required to indemnify and hold harmless our processor and/or service provider / technology partners, their affiliates, officers, employees and agents, from and against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorneys' fees and expenses, arising from such claims, to the extent such claim is related to us or your use of Mobile Deposit, our processor and/or service provider / technology partner applications, unless such claim directly results from an action or omission made by our

processor and/or service provider / technology partners in bad faith. You understand and agree that this paragraph shall survive the termination of this Addendum.

55. Cooperation with Investigation. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through Mobile Deposit in your possession and your records relating to such items and transmissions.

56. Ownership and License. You agree that we and/or our processor and/or service provider(s) / technology partner(s) retain all ownership and proprietary rights in Mobile Deposit, associated content, technology and website(s). Your use of Mobile Deposit is subject to and conditioned upon your complete compliance with this Addendum. Without limiting the effect of the foregoing, your breach of this Addendum immediately terminates your right to use Mobile Deposit. Without limiting the restriction of the foregoing, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Mobile Deposit, copy or reproduce all or any part of the technology or Mobile Deposit; or interfere, or attempt to interfere, with the technology or Mobile Deposit. We and our processor and/or service provider(s) / technology partners retain all rights, title and interests in and to Mobile Deposit, software and developments made available to you.

57. DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF MOBILE DEPOSIT AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF MOBILE DEPOSIT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT MOBILE DEPOSIT WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN MOBILE DEPOSIT OR TECHNOLOGY WILL BE CORRECTED.

58. LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF MOBILE DEPOSIT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW. ANY PROVISION IN THIS ADDENDUM, ANY OTHER AGREEMENT OR RULES TO THE CONTRARY NOTWITHSTANDING, WE SHALL ONLY BE LIABLE FOR DIRECT DAMAGES SOLELY AND PROXIMATELY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW.

59. Amendments to Mobile Deposit. We may amend these terms at any time, in our sole discretion, by giving notice to you if and as provided in this Addendum, the Online Banking Agreement or the Terms and Conditions of Your Account. If so required, or required by Applicable Law, notice will be given for the applicable required number of days in advance of each such amendment. Your continued use of Mobile Deposit shall constitute your agreement to such amendments. No amendments requested by you shall be effective unless received, and agreed to in writing, by us.

60. Suspension and Termination of Mobile Deposit. In addition to any other provision in this Addendum, the Online Banking Agreement or the Terms and Conditions of Your Account on the subject, we may, in our sole discretion and without prior notice to you unless otherwise required by Applicable Law, elect to suspend or terminate your use of Mobile Deposit (i) if you or we close the Account(s) established in connection with Mobile Deposit, (ii) if we reasonably suspect that you have engaged in fraud or other abuse with regard to Mobile Deposit, (iii) in the event of a material breach in the performance or observance of any term, or breach of any representation or warranty, by you, (iv) if we believe immediate action is required for the security of your or our funds, or (v) if we reasonably believe that the continued provision of Mobile Deposit would violate federal, state or local laws or regulations, or would subject us to unacceptable risk of loss. Notwithstanding any termination, this Addendum shall remain in full force and effect with respect to all transactions initiated prior to such termination.

PART C: GENERAL TERMS AND CONDITIONS FOR MOBILE BANKING & MOBILE DEPOSIT.

This Part C sets forth terms and conditions applicable to Mobile Banking and Mobile Deposit when we make Mobile Banking and/or Mobile Deposit available to you.

- 61. Review of Account Information.** You are in the best position to discover and report any discrepancies including unauthorized transactions involving your Accounts. You agree to review your Account information regularly and your Account statements when they are made available to you. You also agree to notify us as soon as possible of any error, discrepancy or unauthorized transaction you discover, as required by this Addendum, the Online Banking Agreement and/or your Account Agreements, as applicable. If you fail to do so, you may become responsible for the losses resulting from such failure, as outlined in this Addendum, the Online Banking Agreement and/or your Account Agreements, as applicable.
- 62. Assignment and Delegation.** You may not assign this Addendum, or otherwise delegate your responsibilities under this Addendum, in whole or in part, to any third party. We may, in our sole discretion and at any time, assign this Addendum, in whole or in part, or delegate any of our rights and responsibilities under this Addendum to any third party or entity, including parties that are our affiliates.
- 63. No Waiver.** No delay or waiver by us of any power, right, remedy or obligation under or in connection with this Addendum on any one occasion shall constitute a waiver of that power, right, remedy or obligation on any later occasion. No such delay or waiver by us is effective unless it is in writing and signed by us.
- 64. Severability.** If any provision of this Addendum is held void or unenforceable by a court of competent jurisdiction, or any governmental agency, that provision will be considered enforceable to the extent permitted by such court or agency, and the remainder of that provision shall no longer be treated as part of this Addendum. All other provisions of this Addendum will, however, remain in full force and effect.
- 65. Entire Agreement.** This Addendum, as may be amended by us from time to time, as well as the Online Banking Agreement, are the entire agreement between you and us regarding Mobile Banking and Mobile Deposit and they supersede any and all prior communications and prior agreements between you and us with respect to same.
- 66. Modification.** We may modify Mobile Banking, Mobile Deposit or this Addendum from time to time, and we will provide notice of such modifications to the extent required by and in accordance with Applicable Law. Additional services may become accessible in the future. You understand that by using Mobile Banking and/or Mobile Deposit, as applicable, after any modification or change has been effected, you will be deemed to have consented to any such modification or change.
- 67. Third Party Beneficiary.** You agree that our service providers may rely upon your agreements and representations in this Addendum, and such service providers are third party beneficiaries of this Addendum, with the power to enforce its provisions against you.
- 68. Changes to Your Contact Information.** It is solely your responsibility to ensure that the contact information you have provided to us is current and accurate. This includes not only the telephone number and mobile device service provider/carrier for your Mobile Device, but also you name, address, other phone numbers and email address(es).
- 69. Notices.** Except as otherwise provided in this Addendum, the Online Banking Agreement or in our Personal Terms and Conditions of Your Account, all notices required to be sent to you will be effective when we mail or transmit them to you electronically. We will send all notices to the last known address (or email address, if the notice is sent electronically) that we have on file for you. You must promptly inform us of any changes in your phone numbers or email addresses.

With respect to Mobile Banking or Mobile Deposit, please contact us at the phone number or address provided below if (a) you are locked out of Mobile Banking, (b) you would like to place a stop payment on a preauthorized transfer, (c) you have an inquiry about a deposit to one of your Mobile Deposit Accounts, (d) you believe your User ID, Password and/or one-time passcode has been lost or stolen, (e) you have a question or believe there is an error

involving the electronic funds transfer on your Personal Deposit Accounts or a deposit to your Mobile Deposit Account, or (f) you need to make changes to your phone number, email address and/or other contact information.

Bank Contacts:

Phone: 1-800-339-6573
Mail: Kennebunk Savings
Customer Care
PO Box 28
Kennebunk, ME 04043
Our Website: Submit a secure message at www.kennebunksavings.com/contact-us
Online Banking: Submit a secure message

Terms and Conditions: Kennebunk Savings

Thank you for using Kennebunk Savings Mobile Banking combined with your handheld's text messaging capabilities. **Message & Data rates may apply. For help, text "HELP" to 99785. To cancel, text "STOP" to 99785 at any time.** In case of questions please contact customer service at 1-800-339-6573 or visit www.kennebunksavings.com.

Kennebunk Savings Privacy Policy

www.kennebunksavings.com/app/uploads/2020/12/KS_KSI_1709_Privacy_Policy.pdf

Terms and Conditions

- Program: **Kennebunk Savings Bank** offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. **Message & Data rates may apply.** Customers will be allowed to opt out of this program at any time.
- **Questions:** You can contact us at 1-800-339-6573, or send a text message with the word "**HELP**" to this number: **99785**. We can answer any questions you have about the program.
- **To Stop the program:** To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "**STOP**" to this number: **99785**. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.
- **Terms & Conditions:** By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.
- Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of Kennebunk Savings or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, Kennebunk Savings and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files, 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 (collectively "User Information"). Kennebunk Savings 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. Kennebunk Savings and its affiliates and service providers also reserve the right to monitor

use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Kennebunk Savings (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Kennebunk Savings or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Kennebunk Savings, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at https://www.google.com/help/legalnotices_maps/, or other URLs as may be updated by Google.

Card Controls Additional Terms. The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Card Controls") within the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.

1. The Card Controls feature is only available for debit cards issued by Kennebunk Savings that you register within the Mobile Banking App.
2. The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact Kennebunk Savings to discontinue the alerts and controls.
3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.
4. Card Controls may enable access to Kennebunk Savings and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
5. To the extent this Mobile Banking App allows you to access third party services, Kennebunk Savings, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any

time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.

6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.
7. **Limitation of Liability.** YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
8. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

Alerts Additional Terms. 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 Kennebunk Savings 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 Kennebunk Savings 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 **More menu** within Kennebunk Savings Mobile Banking.

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. Kennebunk Savings 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 Kennebunk Savings 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 **99785** at anytime. 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 Kennebunk Savings 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 **99785**. In case of questions please contact customer service at 1-800-339-6573. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. Kennebunk Savings 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 Kennebunk Savings' control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Kennebunk Savings, 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.

Privacy and User Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, Kennebunk Savings and its affiliates and service providers, including Fiserv, 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. Kennebunk Savings 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.

Biometric Login for Mobile Banking. Biometric login is an optional biometric sign-in method for Kennebunk Savings Mobile Banking that may be available for certain mobile devices that have a built-in biometric scanner. To use biometric login, you

will need to first save your fingerprint/facial feature scan on your mobile device (for more help with biometric scanning, contact the manufacturer that supports your mobile device). Biometrics are stored on your device only and Kennebunk Savings never sees or stores your biometric information. You acknowledge that by enabling biometric login, you will allow anyone who has biometric information stored on your device access to your personal and payment account information within Kennebunk Savings Mobile Banking. Kennebunk Savings reserves the right to suspend or disable this feature at any time. Biometric login can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your biometric information, you can sign in using your standard login credentials (e.g., password). To use biometric login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable biometric login anytime within Kennebunk Savings Mobile Banking.