



Online Banking, Mobile Banking, Bill Pay, Electronic Banking Agreement and Consent and Agreement for Electronic Delivery of Bank Statements

Please read this Online Banking Agreement and Disclosure carefully. You must agree to our terms & conditions before continuing. Please check the Box and then select "Accept" to proceed.

This Agreement, together with our other agreements and disclosures, including the General Conditions Applicable to Your Account with Us, Truth in Savings Disclosures, Electronic Funds Transfer Act Disclosure, Funds Availability Policy, Fees for General Services, Home Equity and any other loan or line of credit agreement that you may have with us, governs your use of the Partners Bank Online Banking Service or the Bill Payment Service (the "Services"), which allows you to pay bills (if you sign up for this Service), transfer funds, review Account activity, and exchange electronic messages (by e-mail, live chat or by using the Guest Book) with Partners Bank. By using the Services, you agree to the terms and conditions in this Agreement.

Please note that our "Electronic Banking Agreement" is an integral part of this Online Banking Agreement and Disclosure.

All time-of-day references are to Eastern Standard Time or Eastern Daylight Time; whichever is applicable.

Definitions: As used in this Agreement, the following definitions apply:

"Accounts" means the Primary Checking Account and the other deposit and loan Accounts to which you have access through the Services.

An "Authorized User" is a person who is a common owner of all Accounts or to whom you have provided your User ID and Password or given entitlements, whether that person is a common owner of all Accounts.

"Bill Payment Service" means Partners Bank' service that permits you to use your Web Access Device to direct Payments from your designated online Bill Payment account to third parties you wish to pay. To access Partners Bank' Bill Payment Service, you must first be an Online Banking Service customer.

"Business Day" means every day except for Saturdays, Sundays, and holidays.

"Online Banking Service" means Partners Bank' Online Banking Service that provides access to your Account(s).

"Password" is the code that you selected when you initially applied to the Partners Bank Online Banking Service or the code you selected after the initial sign-on, which allows you to access the Service(s).

"Payee" is a business or individual whom you choose to pay using the Bill Payment Service.

"Payment" means a bill Payment transaction using the Bill Payment Service.

"Primary Checking Account" means the checking account which you designated when you applied for the Service(s) and from which we make Payments on your behalf.

"Process Date" means the day you enter the Payment or Transfer information.

"Regular Business Hours" means Eastern Standard Time or Eastern Daylight Time on Business Days.

"Service(s)" refers to either the Online Banking Service and/or the Bill Payment Service, depending upon whether you subscribe to both.

"Transaction Date" means the Business Day on which funds for a Transfer and/or Payment are to be deducted from your Account. This is the Business Day during which your Transfer and/or Payment are "initiated".

"Transfer" means a Transfer between your Accounts at Partners Bank using the Online Banking Service.

"You" and "your" refer to the person(s) or entity subscribing to or authorized to use the Online Banking and/or Bill Payment Service.

"Web Access Device" means the combination of an Internet-enabled device equipped with a qualified browser that provides Internet access to the World Wide Web, your Internet Service Provider, your User ID, and your Password.

"We," "us," "our," and/or "the Bank" refer to Partners Bank and/or its Bill Payment Processor.

1. Equipment and Software Requirements.

To use the Services, you need a personal computer ("PC") with a modem and a web browser (such as Mozilla Firefox®, Microsoft Internet Explorer® or an equivalent) or another Internet-enabled device ("Web Access Device"). You are responsible for the set-up and maintenance of your home computer and modem or Web Access Device. We are not responsible for any errors or failures from any malfunction of your computer, or any virus or other problems related to the use of the Services. To access the Services, you will be required to use a web browser which uses encryption technology. Microsoft's Internet Explorer® or Mozilla Firefox® are compatible with the Services.

You may use your Web Access Device to obtain balance and other information about your Accounts and to transfer funds between certain Accounts. You may also use your Web Access Device, if you sign up for the Bill Payment Service, to direct us to make Payments from your Primary Checking Account to third parties ("Payees") whom you have selected in advance to receive Payments through the Services.

The end user agreement for the Partners Bank Online Banking and Bill Payment Services is as follows:

2. TERM.

This agreement will remain in effect until it is terminated. It will automatically terminate if you cease to be a customer of the Bank, or if you fail to comply with any term or condition of this Agreement.

3. Liability for Failure to Make Transfers.

If we do not properly complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- a. If through no fault of ours, your account has insufficient available funds to make the Transfer and/or Payment.
- b. If the funds in your account are subject to legal process, such as garnishment, attachment, or another lien.
- c. If an account which may be accessed by use of your Card, Telephone banking or Online Banking becomes dormant, in which case we may eliminate electronic access to that account.

- d. If the Transfer and/or Payment would exceed any credit limit you may have for overdrafts.
- e. If the system was not working properly and you knew about the breakdown when you started the Transfer and/or Payment.
- f. If circumstances beyond our control (such as fire or flood) prevent the Transfer and/or Payment despite reasonable precautions, we have taken.
- g. If a withdrawal would consist of money deposited in the form of a check or other order and not yet available for withdrawal.
- h. If in case of a preauthorized credit to your account, a third party does not send your money to us on time or does not send us the correct amount.
- i. There may be other exceptions stated in our agreement(s) with you.

We are not responsible for any error, damages, or other loss you may suffer due to malfunction or misapplication of any system you use, including your browser (Mozilla Firefox®, Internet Explorer® or otherwise), your Internet Service Provider, your software, or any equipment you may use (including your telecommunications facilities, computer hardware and modem) to access the Services or communicate with the Bank.

4. Access to Online Banking Services.

To access the Online Banking Service, you must complete and submit an Online Banking Application. Only Authorized Users may access online Accounts. At the time of your initial access to the Online Banking Service, you will be prompted for several key pieces of information that allow the Online Banking System to identify you. You should keep your Password in a secure location. You should never leave your PC unattended while you are logged on.

Any person having access to your Online Banking User ID and Password will be able to access the Online Banking and Bill Payment Services and perform all transactions, including reviewing Account information and making Payments to other persons, for all Accounts you have linked for Online Banking access.

Linking Your Accounts:

You can access as many of your Accounts as you wish through the Online Banking Service. Your User ID and Password will access all Accounts that you have requested to be linked for Online Banking purposes. Some account types are exempt from online access.

Information about Your Accounts:

When you access your Accounts, you will be able to obtain information about your Partners Bank checking, savings, certificate of deposit, Individual Retirement Account, consumer loan, home equity and mortgage loan Accounts. You will not be able to access information about your Partners Bank credit card or student loan accounts. You may obtain an Account balance and summary information, available funds information, and posted transaction information (based on the balance history available on the Core system). Any balances will include a date as of which the balance is current. The balances shown also may differ from your records because they may not include deposits in progress, outstanding checks, or other withdrawals, payments, or charges.

Transaction history displays detailed information for the account; balances, dates, etc. along with a listing of all the transactions which have been performed. Previous history is available by selecting a different date range for the transaction detail. History will accumulate each month. History information can be downloaded to your PC using Quicken®, QuickBooks® or spreadsheet software. Should you wish to download historical information, you are solely responsible for the purchase, installation, and support of such software packages. In addition to viewing Account information, you

may use Online Banking to conduct the transfer of funds. You may make one-time or scheduled Transfers such as Transfers to make loan payments. You may transfer funds among your Partners Bank checking accounts, statement savings accounts and home equity credit line accounts.

Limits on Transfers:

There are limits imposed by law on the number of transactions you can make from certain Accounts, including Online Banking transactions. If any transaction exceeds any of these limitations, the Bank reserves the right to convert your account to a checking Account, if you are eligible to hold such an Account. Withdrawals or transfers made in person at the Bank or at an ATM are unlimited. Deposit transactions are also unlimited.

All Passbook Deposit Accounts:

Online transfers are not allowed on any passbook deposit product.

5. Your Password.

Whether you use a PC or other Web Access Device, you will establish and use one personal Password to obtain access to the Services. This password is chosen when you register for Online Banking. You can change your Password at any time in Online Banking.

A Password contains no less than eight (8) characters. Your access to the Services will be blocked in the event your Password is entered incorrectly on five (5) consecutive access attempts. If this occurs, please telephone Partners Bank Customer Care Center at 207-324-2285 or 1-888-226- 5747.

Authorized Use of the Services by Other Persons. You are responsible for keeping your Password and Account data confidential. Because your Password can be used to access money in any of your Accounts and to access information about any of your Accounts, you should treat your Password with the same degree of care and secrecy that you use to protect other sensitive personal financial data. You agree not to give your Password, or make it available, to any other person.

We are entitled to act on transaction instructions received using your Password without inquiring into the identity of the person using that Password, you agree that the use of your Password will have the same effect as your signature authorizing the transaction and Partners Bank has no responsibility for establishing the identity of any person or determining the validity of any transaction. If you authorize other people to use your Password in any manner, your authorization will be considered unlimited in amount and manner. You are responsible for any transactions made by such persons. To revoke this person's access, you are responsible for changing your password immediately.

6. Lost or Stolen Password.

Tell us AT ONCE if you believe your Online Banking Password has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account(s) plus your available Home Equity Credit Line. If you tell us within two business days, you will lose no more than \$50 if someone used your Online Banking Password without your permission.

If you do NOT tell us within two business days after you learn of the loss or theft of your Online Banking password, and we can prove we could have stopped someone from using your Online Banking password without your permission if you had told us, you could lose up to \$500.

Also, if your statement shows Transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost

after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods.

If you believe that your Online Banking password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission call: (207) 324-2285 or 1-888-226- 5747 or write us at: Customer Care, Partners Bank, 900 Main St, Sanford, ME 04073. If you believe your Password has been lost or stolen, please use the "My Settings" feature within the Online Banking section of our web site to change your Password.

7. Making Transfers between Your Accounts.

You may use the Service to make funds Transfers between different eligible Partners Bank Accounts. An eligible Partners Bank Account is one linked to the Service that does not have withdrawal restrictions, such as a CD, or that requires direct Bank update (for example, passbook account deposits and withdrawals). You cannot transfer funds from your installment loan, or mortgage loan Account, but you may transfer funds to these Accounts, if you wish. You may make payments to your Partners Bank credit card account using the Bill Payment Service.

8. Bill Payment Service.

The Bill Payment Service permits you to use your Web Access Device to direct Payments from your designated online Bill Payment Account to third parties you wish to pay. Your Bill Payment Account must be a Primary Checking Account. Through the Bill Payment Service, you can pay bills from your Bill Payment Account to businesses or individuals ("Payees"). There may be fees associated with the Partners Bank Bill Payment Service (refer to "Fees" section).

You must be enrolled in our Bill Payment service before you can access and use it. All Payments you make will be deducted from the Primary Checking Account that you designate as your Bill Payment Account for Bill Payment Service. Any Payments you wish to make through this Service must be payable in U.S. dollars to a Payee located in the continental United States. We reserve the right to restrict types of Payees to whom Payments may be made using the Service from time to time. You should not use the Bill Payment Service to make payments to settle securities purchases, payments of alimony, child support, government or tax payments, or court ordered payments. Payments to these Payees will not be paid and will be your sole responsibility if delayed or improperly processed or credited. Payees designated as "Internal Revenue Service" or "IRS" or any variation thereof will be rejected by the Service.

Funds must be available in your Bill Payment Account on the scheduled Payment date ("Transaction Date"). If the date you schedule a Payment to be initiated falls on a non-Business Day (Saturday, Sunday, or holiday), funds must be available in your Bill Payment Account the following Business Day (e.g., Monday). After funds are withdrawn from your Bill Payment Account to make a Payment, we may make the Payment either by transferring funds electronically to the Payee or by mailing the Payee a check. You may choose to schedule Payments to recur in the same amount at regular weekly, twice monthly, or monthly intervals. It takes two Business Days from the processing date for the funds to be withdrawn from the funding account.

For all subsequent Payments, you agree to allow at least four to ten Business Days between the date you schedule a Payment to be initiated and the Payment due date (that is, the due date shown on your invoice or provided in your agreement with the Payee, not taking into account any applicable grace period). If the Payment is an Automated Clearing House (ACH) electronic Payment, it will take up to two Business Days to reach the Payee. However, if the company or person that you are paying

cannot accept an electronic Payment, the Bill Payment Service will send a check that may take up to ten Business Days. If you do not follow these time frames, you will be fully responsible for all late fees, finance charges or other actions taken by the Payee.

If you schedule your Payment and follow all instructions, but the Payment is not received by the Payee in a timely manner, the Bank will work with the Payee on your behalf to attempt to have any late fees or charges reversed.

If you would like to use a different Partners Bank Account with us as your Primary Checking Account, or you would like to add an additional Partners Bank Account to the Service or remove an Account from the Service, you must provide us at least 24 hours advance notice during regular business hours.

You may contact us by:

- a. Call the Partners Bank Customer Care Center at 207-324-2285 or 1-888-226-5747 during regular business hours.
- b. Write to us at:
Customer Care
- c. Partners Bank
900 Main St
Sanford, ME 04073
- d. Send an e-mail to us. If you use e-mail to communicate confidential information, please be aware that some Internet e-mail may not be secure, unless you use our Secure online messaging service.

Your Payee List:

You must provide sufficient information about each Payee ("Payee Information") as we may request from time to time, including requests for more information about a Payee to properly direct a Payment to that Payee and permit the Payee to identify the correct account ("Payee Account") to credit with your Payment. This information may include, among other things, the name and address of the Payee and your Payee Account number. You must enter your Payee Information using your PC or other Web Access Device. Your Payee Names and Addresses, Payee Account Numbers, and the amounts of recurring Payments are stored by us. Because the Payee Information stored by us may be lost, please also retain your Payee Information elsewhere. Once you have entered information for a new Payee, the Payee will be immediately set to receive Payments.

The Online Banking Service will only allow you to make changes to the Nickname and Account Number. Payee names will be updated by the Bill Payment processor. To change name and address, the current payee must be deleted, and a new payee added (all pending payments must be deleted first). We may change the name or address of Payees from time to time because Payees may give us updated information about processing payments for you.

Scheduling Payments:

Payments are processed based on the date you specify. This means it is your responsibility to determine when the bill payment processing should begin so the payment is received before the due date. Payments may take up to two (2) Business Day for an electronic payee and ten (10) Business days if the payee is paid by check to be received.

To schedule a Payment using a PC or other Web Access Device, you must first set it up by: (a) creating a Payee, (b) entering the amount of your Payment, and (c) entering the date on which you would like your Payment to be processed or, for Recurring Payments, the day on which you would like such Payments to be initiated during the specified recurring period.

Scheduling Transfers:

Currently there is no method to transfer funds between accounts using Bill Payment. You may want to use Online Banking for this function.

9. Delivery of Your Scheduled Payments and Scheduled Transfers.

You may schedule Payments and Transfers to be processed on the day that you enter the Payment or Transfer information. Although you can enter Payment or Transfer information through the Services 24 hours a day, 7 days a week, Payments and Transfers can be initiated only on Business Days. It may take two to three business days for the Payment or Transfer funds to be deducted from your Account. This date is referred to in this Agreement as the "Transaction Date."

After Payments are deducted (or debited) from your Primary Checking Account, your Payments will be remitted by mailing your Payee a check or by an electronic funds transfer. Because of the time it takes to transmit your Payment to your Payees, they will not receive Payment on the Transaction Date. This applies regardless of whether the Payment is a Same Day Payment, a Future Payment, or a Recurring Payment, as described below. Therefore, to provide enough time for Payments to be received by your Payees, the Process Date for each Payment must be four (4) to ten (10) Business Days prior to the date your Payment is due, excluding any applicable grace periods (the "Due Date"). We will not be responsible for any loss, penalties, or late fees you may incur because of late Payment if your actual Transaction Date is not at least ten (10) Business Days prior to the actual Due Date for your Payment.

We process the Payments you make using the Bill Payment Service as follows: We may send Payments to the Payee via an electronic transmission. Payees who receive an electronic transmission will also receive, as part of that electronic transmission, your account number with the Payee, along with your Payment information. Payments made by electronic transmission are generally received by most Payees within four (4) Business Days.

We may send Payments to Payees by check mailed to the Payee. All such checks are delivered by U.S. mail. Due to mail time, Payments made by check may take up to ten (10) Business Days to reach the Payee.

Partners Bank will not be liable in any way for damages you incur if you do not have sufficient funds in your Bill Pay Account to make the payment on the processing date, for delays in mail delivery, for changes to the payee's address or account number unless you have advised us of the change sufficiently in advance, for the failure of any payee to correctly account for or credit the payment in a timely manner, or for any other circumstances beyond the control of Partners Bank.

10. Same Day Payments and Same Day Transfers.

A payment cannot be initiated on the day that you enter the Payment on the Service. Using a PC or other Web Access Device, a Payment that is scheduled and sent by 12 a.m. will be initiated on the second succeeding Business Day. A payment that is scheduled and sent after 12 a.m. will be initiated on the third succeeding Business Day. You will not be able to see the Payment "Account Summary" section of your Primary Checking Account between the time you have entered the Payment and it has been initiated. After the Payment has been processed and before it posts to your Account, you can view it under "View Payments".

You may schedule a Transfer to be initiated on the same day that you enter the Transfer information on the Service (a "Same Day Transfer"). A Same Day Transfer between Partners Bank Accounts sent between 12 AM and 8 PM on a Business Day will be initiated on the Same Day. A Same Day Transfer

between Partners Bank Accounts sent after 8 PM will be initiated on the following Business Day.

11. Future Payments and Future Transfers.

You also may schedule a Payment to be initiated on any future Business Day (a "Future Payment"). Future Payments will be initiated on the Business Day following the scheduled Process Date.

If you schedule a Payment for a day that is not a Business Day, your Payment will be initiated on the second succeeding Business Day. You may change or cancel a Future Payment until 12 a.m. of the Business Day prior to the scheduled date.

12. Recurring Payments and Recurring Transfers.

Using a PC or other Web Access Device, you may schedule Payments to a Payee to be automatically initiated in a fixed amount on a weekly, twice monthly, or monthly basis (a "Recurring Payment"). The day on which a Recurring Payment is scheduled to be initiated is referred to below as the "Recurring Payment Date". Recurring Payments will be initiated on the next Business Day following the scheduled Process Date.

If a Recurring Payment Date is a day which does not exist or falls on a non-Business Day for the specified recurring period, then the Payment will be processed on the following Business Day. For example, if you schedule a Recurring Payment for the 30th of each month, your Payment for the month of February will be initiated on or after the 28th of February. If the Recurring Payment falls on a day other than a Business Day in the specified recurring period, your Payment will be processed on the next Business Day. Thus, your actual Process Date for any month may not be the Recurring Payment Date you specified.

It also is important to note that differences in the number of Business Days in a week can reduce the number of Business Days between your Process Date and your Due Date in any specified recurring period. For example, assume that you have a Payment due on the 16th of each month and you want to create a Recurring Payment for it. Tuesday, May 2nd, is ten (10) Business Days before Tuesday, May 16th. However, in September, the 2nd falls on a Saturday, and the 4th is a holiday. Therefore, a Recurring Payment scheduled for the 2nd of each month would have been initiated on September 5th, and ten (10) Business Days after that date is September 19th. To ensure that your Recurring Payments are always initiated at least ten (10) Business Days before your Payment Due Date, we recommend that you schedule the Recurring Payment Date to be at least fifteen (15) calendar days prior to your Due Date.

13. Canceling or Changing Payments or Transfers.

Please refer to the "Electronic Funds Transfer Act Disclosure" for information on canceling or changing Payments or Transfers.

14. Fees.

Partners Bank offers the benefits and convenience of the Online Banking Service to you free. The fee for the Bill Payment Service is as follows:

- a. Consumer - Partners Bank offers the benefits and convenience of the Consumer Online Banking with Bill Payment service, free.
- b. Business - Partners Bank offers the benefits and convenience of the Business Online Banking with Bill Payment, free.

The following special fees apply to Online Banking:

- a. Overdrafts - Online Banking Bill Payment Transactions Current Partners Bank

Insufficient/Overdraft Fee - \$32.00

- b. Stop Payments on Online Banking Bill Payments - \$35.00 per item
- c. Returned Bill Pay Item Fee - \$18.00

Please refer to our Truth in Savings Disclosures and Miscellaneous Bank Fees for other fees that may apply to your Account.

15. Customer Contact Hours.

Our Business Days are Monday through Friday (Holidays are not included). Our normal business hours are 8:15 a.m. to 5:00 p.m. Monday - Friday and 8:15 a.m. to 12:00 Saturday.

The Online Banking and Bill Payment Services are generally accessible 24 hours a day, seven days a week, except that Services may be inaccessible for a reasonable period for system maintenance. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid. During these times, you may contact our Customer Care Center, use our Telephone Banking service, a Partners Bank automated teller machine ("ATM") or a Partners Bank branch office to obtain information about your Accounts.

16. Inactivity and Termination.

You are responsible for complying with all the terms of this Agreement and with the terms of the Agreements governing the Accounts which you access using the Online Banking and Bill Payment Services. We can terminate your Online Banking privileges (including the Bill Payment Service) under this Agreement without notice to you if you do not pay any fee required by this Agreement when due, or if you do not comply with the Agreement governing your deposit or loan Accounts, or your Accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the Services for any other reason.

We may purge your Service if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 365-day period. If your Service is purged, you would be required to register for the service as a new user.

To cancel the Online Banking Service and/or Bill Payment Service, you must notify us and provide your name, address; whether you are discontinuing Online Banking, Online Bill Payment or both; and the effective date to stop the Services. When Bill Payment is terminated, all Future Bill Payments made through Online Banking will be terminated. You may notify us by one of the following methods:

- a. By calling 207-324-2285 or 1-888-226-5747, 8:15 a.m. to 5:00 p.m. Monday - Friday and 8:15a.m. to 12:00 p.m. Saturday.
- b. By writing a letter and either giving it to a Customer Service Representative at any branch location or sending it to the following address:

Customer Care Partners Bank
900 Main St
Sanford, ME 04073

17. Availability of Funds.

Please refer to our Funds Availability Policy disclosure as to when funds will be available from items deposited. This disclosure contains important information about additional matters such as special rules for new accounts and delays that may be imposed on the availability of certain deposits.

18. New Services.

New services may be introduced for Online Banking from time to time. The Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

19. Modifications to this Agreement.

We may modify the terms and conditions applicable to our Services from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our Account records, and the revised terms and conditions shall be effective at the earliest date allowed by applicable law.

We may send any notice to you via electronic mail, and you will be deemed to have received it three days after it is sent.

We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.

20. Electronic Mail.

We will not immediately receive the electronic mail (e-mail) that you send to us. If you send us an electronic mail message, we will be deemed to have received it on the next Business Day. We will have a reasonable time to act on your e-mail.

E-mail transmissions outside of the mail you create within the Online Banking site are not secure. Thus, we request that you do not send us or ask for sensitive information such as account numbers, Password, account information, etc. via any general or public e-mail system. If you wish to contact us electronically, please use the Secure Chat feature provided in our Online Banking site. Use this secure form to e-mail the Bank regarding inquiries about an electronic funds transfer error resolution, reporting unauthorized transactions, or contacting the Bank regarding other concerns of a confidential nature.

Also refer to the terms and conditions in the Partners Bank Electronic Banking Agreement.

Problem Resolution

If you have a complaint or concern about your account, please call Customer Service at 324-2285 or 1-888-225-5747. If you feel we have not resolved your problem, you may write a letter detailing the problem and the resolution you are seeking to:

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

To file a complaint electronically, you may contact the Bureau of Financial Institutions at the following address:
<http://www.state.me.us/pfr/financialinstitutions/complaint.htm>

The Bureau of Financial Institutions will acknowledge receipt of your complaint promptly and investigate your claim. You will be informed of the results of the investigation.

By pressing "Accept", you are agreeing to Partners Bank' Online Banking Terms and Conditions, and you are agreeing to accept delivery of the Terms and Conditions electronically. If you desire, you may obtain an additional copy of the Terms and Conditions by visiting any Partners Bank branch office or by telephoning us at 207-324-2285 or 1-888-226-5747.

ELECTRONIC BILL PAYMENT AUTHORIZATION

I AUTHORIZE Partners Bank to post payment transactions generated by PC from the Bill Paying Service to the account indicated on the form being sent electronically. I understand that I am in full control of my account and that my 100% satisfaction is unconditionally guaranteed. My use of the Bill Paying Service signifies that I have read and accepted all terms and conditions of the Online Banking Agreement and Disclosure.

I UNDERSTAND that payments may take up to 10 business days to reach the vendor and that they will be sent either electronically or by check. Partners Bank is not liable for any service fees or late charges levied against me. I also understand that I am responsible for any loss or penalty that I may incur due to lack of enough funds or other conditions that may prevent the withdrawal of funds from my account.

CONSENT AND AGREEMENT FOR ELECTRONIC DELIVERY OF BANK STATEMENT

For the purposes of this agreement, the term “bank statement(s)” refers to bank statements provided for deposit accounts.

The Bank will provide you with a bank statement via U.S. mail. You have the option to receive your bank statements electronically. If you elect to receive your bank statement(s) through electronic delivery, the Bank will no longer send your bank statement through U.S. mail.

We need your consent to begin sending your bank statement(s) to you electronically. Your consent when provided to the Bank will authorize the Bank to forward to you electronically your periodic bank statement(s) and any other disclosures that the Bank might send to you with your bank statement(s), such as electronic funds disclosures or other required disclosures to your accounts. You also agree to notify the Bank immediately of any changes in your email address or any errors or complications relating to the electronic receipt of your bank statement(s).

To discontinue this electronic delivery service, you can send notice of discontinuing this service to the following address: Customer Care, Partners Bank, 900 Main Street, Sanford, ME 04073. We will not charge any fee for discontinuing this service.

The same terms apply with respect to electronically delivered bank statements as for those delivered in paper form and the deposit agreements and disclosures that you previously received from the Bank remain in effect.

It is recommended to have the latest version of PDF reader installed on your PC to view electronic statements.

You agree that in no event will the Bank be liable for any technical, hardware or software failure of any kind, any interruption in the availability of our service, any delay in operation or transmission, any incomplete transmission, computer virus, loss of data, or other similar loss.

The Bank may change, suspend, or eliminate all or any aspect of this delivery service upon notice to you.

You agree that any claim or controversy relating to this consent and agreement will be settled by binding arbitration in accordance with the commercial Arbitration rules of the American Arbitration Association. You agree that any claim or controversy you may have will be arbitrated on an individual basis and will not be considered consolidated in any arbitration with any claim or controversy of any other party. You agree that the arbitration will be conducted in the city in which the Bank’s main office is located and any court having proper jurisdiction may enforce that judgement on the arbitration award.

You agree that this consent and agreement is governed by the laws of the State of Maine, excluding any application of conflicts of laws, rules, or principles. You agree that the sole jurisdiction and venue for any litigation arising from your use of our service shall be an appropriate federal or state court located in York County, Maine.

I have read and agree to the above Agreement for Electronic Statement delivery. This agreement is binding for all accounts I currently hold or open in the future and can be withdrawn by sending a written request to the Bank. Notice of withdrawal must be received by the Bank 10 days prior to the statement print date to effect a change.