



## ADDENDUM TO BANGOR ONLINE INTERNET BANKING AGREEMENT:

### MOBILE REMOTE DEPOSIT SERVICE

This Mobile Remote Deposit Service Addendum (“**Addendum**”) applies to the Mobile Remote Deposit Service (the “**Service**” or “**Mobile Deposit**”), which is part of the Bangor Online Internet Banking Service offered through Bangor Savings Bank (“**Bank**”). The terms “**Bank**” and “**Processor**” may be used interchangeably when used in relation to any services performed by Bank or by a processor or vendor on behalf of Bank with respect to the Service. This Addendum shall be considered as part of the Bangor Online Internet Banking Agreement (“**Agreement**”) and supplements your Deposit Account Agreement with the Bank, and it applies specifically to the Service available to you under this Addendum. Terms defined in the Agreement shall have the same meaning in this Addendum, unless otherwise stated below. In the event of a conflict between this Addendum and the Deposit Account Agreement, this Addendum will govern with respect to the Service and your use of the Service.

**1. Service.** The Service is designed to allow you to make deposits of paper checks (“**Original Checks**”) to your checking, savings or money market savings Deposit Accounts with the Bank (“**Mobile Deposit Accounts**”) from home or other remote locations by using your eligible camera-enabled Mobile Device to capture images of the Original Checks and transmitting the digital images and associated deposit information (“**Images**”) to us or our Processor with your Mobile Device.

**2. Eligibility.** (a) You must be enrolled in the Bank’s Bangor Online Internet Banking Service, (b) have one or more eligible Deposit Accounts with us, and (c) any other criteria that the Bank deems appropriate and necessary in their sole discretion. Such criteria is subject to change without notice.

**3. Enrollment.** In order to use Mobile Deposit, you must: (a) have an eligible Mobile Device, and (b) enroll in the Bangor Online Internet Banking Service first. Only certain camera-enabled Mobile Devices may be used with the Service, as specified by us from time to time. The enrollment process may require you to provide information about the Mobile Device that you will use for the Service, 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 us as well as verification of your Mobile Device. If you use a handheld mobile device other than your Mobile Device to access the Service, any short message service (“**SMS**”) text messages originating from the Service will be sent to the Mobile Device you entered and verified when registering for the Service. ***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 the Service if we cannot verify information about you and/or your Mobile Device.

**4. Acceptance of Terms.** By selecting the “**Accept**” Terms & Conditions option or field below and/or at the conclusion of this Addendum, or by using or continuing to use the Service, you agree to this Addendum.

**5. Charges for the Service.** While we currently do not charge for the Service, you agree to pay for any future charges we may assess for the Service in accordance with our current Fee Schedule, as amended from time to time, or you may elect to terminate the Service. 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 your primary checking Deposit Account for all such fees incurred in connection with Mobile Deposit. In the future, we may add to or enhance the features of the Service. By using such added or enhanced features, you agree to pay for them in accordance with our Fee Schedule.

**6. Deposit Limits.** Bank may establish daily and/or monthly limits on the dollar amount and/or number of items or deposits at any time at our discretion. These limits are:

Per Item Limit	Daily Deposit Limit	Rolling 30-day Deposit Limit
\$2,500	\$5,000	\$10,000

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. Limits may be changed based on the length of time the account is opened and account activity.

**7. 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 (1990 Official Text). You also acknowledge and agree that Mobile Remote Deposits that you make using this Service are not “Electronic Fund Transfers” as that term is defined in Bureau of Consumer Financial Protection Regulation E.

You further agree that you will not use the Service 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,
- are prohibited by Bank’s then current procedures pertaining to the Service 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 Mobile Deposit 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, without Bank’s prior written consent,
- 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,
- have any endorsement on the back other than that specified in this Addendum,
- have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution,
- are COMDATA-Comchek
- are Postal Money Orders, and
- are not acceptable to Bank for deposit into a deposit Account as provided in the Deposit Account Agreement.

The preceding paragraph and list of ineligible items above will be posted on bangor.com.

If you deposit a Prohibited Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) that Bank may incur associated with any warrant, indemnity or other claim related thereto. Furthermore, if, after first having obtained Bank's written consent to do so, you provide Bank with an electronic representation of a substitute Check for deposit into a Mobile Deposit Account instead of an Original Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) Bank incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

**8. Requirements.** You understand 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 the Service 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 the Service, 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 the Service. 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 the Service 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. Bank is not responsible for, and you hereby release Bank 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. Bank is not responsible for, and you hereby release Bank 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. Bank hereby advises you, and you hereby agree to scan its 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.

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.

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," or as otherwise specified by us from time to time. Any loss we incur from a delay or processing error

resulting from an irregular endorsement or other markings by you will be your responsibility.

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.

**9. Receipt of Deposit.** All Images processed for deposit through Mobile Deposit will be treated as “deposits” under the Deposit Account Agreement and the Agreement. When we receive an Image, we will attempt to confirm receipt via a confirmation email to you if you have elected this option and provided us with your email address when you make the deposit. We shall not be deemed to have received the Image for deposit until we have confirmed receipt. Confirmation does not mean that the Image contains no errors. Notwithstanding the fact that we have accepted a Mobile Deposit for processing, any credit made to your Mobile Deposit Account shall be provisional, 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 shall have no liability to you for the rejection of a 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.

Following receipt, we may process the Image by preparing a “substitute check” or clearing the item as an Image.

We reserve the right, at our sole and absolute discretion, to reject any Image for remote deposit into your Mobile Deposit Account. We will notify you of rejected Images by phone, email or other means.

**10. Retention of Original Checks.** After you receive confirmation that we have received an Image, you must securely store the Original Check for 14 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.*

**11. 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 is made to your Mobile Deposit Account subject to final payment of the Checks and subject to the terms of the Deposit Account Agreement. 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 debit any of your Deposit 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.

**12. Your Warranties.** You make the following warranties and representations with respect to each Image:

- 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.
- The amount, payee(s), signature(s), and endorsement(s) on the Image and on the Original Check are legible, genuine, and accurate.
- 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.
- There are no other duplicate Images of the Original Check.
- 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.
- You are authorized to enforce and obtain payment of the Original Check.
- 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.

**13. Compliance with Law.** You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You agree to comply with all existing and future operating procedures used by Bank 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 Bank is a member or to which rules Bank has 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.

**14. 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: PO Box 930, Bangor, ME 04402. 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 the Service.

**15. Funds Availability.** You may access the service anytime 7 days a week. Mobile Deposits confirmed as received before 6:00 p.m. ET on Monday through Friday (except state and/or federal holidays) will be considered deposited on that day. Mobile Deposits confirmed as received after 6:00 p.m. ET on Monday through Friday (except state and/or federal holidays) at any time will be considered deposited on the next Business Day as defined in the Deposit Account Agreement. Funds from Mobile Deposits will generally be available to you on the first Business Day from the date we provide you Provisional Credit for the Mobile Deposit. Additional funds availability restrictions may apply. Bank 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 Bank, in its sole discretion, deems relevant.

**16. Mobile Deposit Security.** You will complete each deposit promptly. 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 the Service, you accept the risk that an item deposited through the Service will be intercepted or misdirected during transmission. Bank bears 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 telephone at 877.226.4671 during normal business hours 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.

**17. Your Responsibility.** 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 fraudulent, incorrect or illegible Image 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.

You agree to notify us of any suspected errors regarding items deposited through the Service right away, and in no event later than 60 days after the applicable Deposit Account statement is sent or otherwise made available. Unless you notify us within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are precluded from bringing a claim against Bank for such alleged error.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Digital Insight. and Vertifi Software, LLC, retain all rights, title and interests in and to the Services, Software and Development made available to you.

**18. Your Indemnification Obligation.** 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 the Service and/or breach of this Addendum. You understand and agree that this paragraph shall survive the termination of this Addendum.

You understand and agree that you are required to indemnify our technology partners, including but not limited to Digital Insight. (Digital Insight) and Vertifi Software, LLC (Vertifi), and hold harmless Digital Insight, its affiliates, officers, employees and agents, as well as Vertifi, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to 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 attorney fees and expenses, arising from such claims, to the extent such claim is related to FI or End User's use of the Services, Vertifi or Digital Insight Applications, unless such claim directly results from an action or omission made by Digital Insight or Vertifi in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

**19. 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 the Service in your possession and your records relating to such items and transmissions.

**20. Ownership and License.** You agree that Bank and/or its Processor and/or service provider(s) / technology partner(s) retain all ownership and proprietary rights in the Service, associated content, technology and website(s). Your use of the Service 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 the Service. 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 the Service, copy or reproduce all or any part of the technology or the Service; or interfere, or attempt to interfere, with the technology or the Service. We and our Processor and/or service provider(s) / technology partners retain all rights, title and interests in and to the Service, software and developments made available to you.

**21. DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE 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 ANY REMOTE BANKING SERVICE, 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 ANY REMOTE BANKING SERVICE 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 ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

**22. LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER 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 ANY REMOTE BANKING SERVICE, 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 LAW.

**23. Amendments.** Bank may amend the terms of this Addendum at any time, in its sole discretion, by giving notice to you or as provided in the Agreement or the Deposit Account Agreement. If required by this Addendum or by applicable law, notice will be given for the applicable required number of days in advance of each such amendment. Your continued use of the Service shall constitute your agreement to such amendments. No amendments requested by you shall be effective unless received, and agreed to in writing, by Bank.

**24. Suspension and Termination.** In addition to any other provision in the Agreement or the Deposit Account Agreement on the subject, Bank may, in its sole discretion and without prior notice to you unless otherwise required by applicable law, elect to suspend or terminate your use of the Service (i) if you or we close the Deposit Account(s) established in connection with the Service, (ii) if we reasonably suspect that you have engaged in fraud or other abuse with regard to the Service, (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 the Bank's funds, or (v) if we reasonably believe that the continued provision of the Service would violate federal, state or local laws or regulations, or would subject Bank 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.

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