

## **ELECTRONIC BANKING AGREEMENT For Consumer Accounts**

SANFORD INSTITUTION FOR SAVINGS ELECTRONIC BANKING AGREEMENT for Consumer Accounts -- Terms and Conditions For Automatic Teller Machine (ATM) Banking, Telebanking, Debit MasterCard® and other Electronic Banking Services.

Dear Customer:

In recent years, a number of new services have been introduced by the banking industry which relies on electronic technology, referred to as Electronic Funds Transfer or EFT. These services may include direct preauthorized credits, such as social security and payroll deposits, direct preauthorized payments, telebanking, automated teller machines or cash dispensers, and a variety of other terminals not located at the bank which makes it possible for you to perform financial transactions at other locations.

Congress has passed the Electronic Fund Transfer Act (Title IX to the Consumer Credit Protection Act) which defines certain responsibilities of banks providing electronic funds transfer services and of customers utilizing such services. This document contains the terms and conditions of the Bank's Electronic Banking Agreement as required by the Electronic Funds Transfer Act. We are providing you with this Electronic Funds Transfer Agreement in the event that you subscribed to Electronic Banking services such as receiving direct deposits to your account or arranging to have regular payments made from your account to a third party. Please read and retain this statement and agreement for future reference. You may not presently be using all of the electronic banking services which we offer and therefore some of the terms or disclosures may not currently apply.

If you request a Sanford Institution for Savings ATM or ATM/Debit Card ("Card"), the Bank's Electronic Banking Agreement explains the services available to you and, together with our Total Account Agreement, sets forth your rights and responsibilities in connection with the use of the Card. These constitute a legally binding contract, and by using a Personal Identification Number (PIN) or using the Card, you agree to comply with their terms.

These Terms and Conditions apply to any electronic funds transfer ("Transfer") made by you or anyone authorized by you in connection with any of your Sanford Institution for Savings ("Bank") (i) Checking accounts, (ii) Regular Savings ("Savings") accounts, (iii) NOW Accounts ("NOW"), (iv) Money Market ("Money Market") accounts, (v) Statement Savings Accounts, whether initiated by a Card, telephone banking or preauthorized Transfer (Transfers authorized on a recurring basis at regular intervals), telephonic instruction, Online Banking, Online Bill Payment or other means of access provided by the Bank, and to any other use of a Card for purposes other than transfers. Any Card, preauthorized Transfer, telephonic instructions, Online Banking, Online Bill Payment or other means of access provided to you to initiate a Transfer may in this disclosure collectively be called "Access Device". These Terms and Conditions also serve as the disclosures required by the Electronic Funds Transfer Act and Federal Reserve Board Regulation E.

1. **Agreement.** By requesting and receiving, signing, using or authorizing use of an Access Device in order to initiate a Transfer, you agree to be bound by these Terms and Conditions. The Bank reserves the right to cancel use of an Access Device at any time without notice.
2. **Summary of Your Liability.** Tell us AT ONCE if you believe your Card, Personal Identification Number (PIN) or Online Banking Password has been lost or stolen or your Access Device otherwise misused or that someone has withdrawn or transferred or may withdraw or transfer funds from your account or has made purchases without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss theft, or misuse, you can lose no more than \$50.00 if someone used your Access Device or Online Banking Password without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card, PIN or Online Banking Password or other misuse of your Access Device, and we can prove we could have stopped someone from using your Access Device or Online Banking Password without your permission if you had told us within this time period, you could lose as much as \$500.00.

Special Rule – MasterCard Point of Sale/Debit Card transactions. Only with respect to MasterCard Point of Sale/Debit Card transactions (but not with respect to ATM transactions conducted with the Card) you can lose no more than \$0.00 (zero) for Debit MasterCard®, transactions you have not authorized if, a) you exercised reasonable care in safeguarding your Card from risk of loss or theft; b) you have not reported two or more incidents of unauthorized use within the preceding twelve months; and c) your account is in good standing. If you have not met the above conditions, your maximum liability for a MasterCard Point of Sale/Debit Card transaction you did not authorize is \$50.00 (fifty dollars).

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, but before any notice you do provide to us, 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 for a reasonable length of time.

To notify us of a lost or stolen Access Device, Card, PIN numbers or Online Banking Password, you must contact us in person, by telephone, or in writing.

3. **Address and Telephone Number.** If you believe your Card, PIN or 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: Sanford Institution for Savings, 900 Main Street, Sanford, ME 04073-0472. If you believe your Online Banking Password has been lost or stolen, please use the "Update Password" feature within the Online Banking section of our web site to change your Password in addition to contacting us.
4. **Business Day Disclosure.** Business Day. For the purposes of this Agreement, our business days are Monday through Friday. Holidays are not included.
5. **Types of Transfers and Limits on Transfers.** We are able to handle the following types of Electronic Funds Transfers. Some may not apply to your accounts.
  - a) Transfers. You may:
    1. Use your Card at our automated teller machines and at other authorized facilities to:
      - (i) withdraw cash from your Checking, NOW, Statement Savings and Money Market accounts;
      - (ii) make deposits to your Checking, NOW, Statement Savings and Money Market accounts;
      - (iii) transfer funds between your Checking, NOW, Statement Savings and Money Market account;
      - (iv) pay for purchase at places that have agreed to honor the Card and to accept payments from your Checking, NOW, Statement Savings and Money Market accounts
    2. Make a preauthorized Transfer at specified intervals to:
      - (i) pay certain bills directly from your Checking, NOW, Statement Savings and Money Market accounts;
      - (ii) receive certain automatic deposits to your Checking, NOW, Savings, and Money Market accounts.

3. Use the telephone to:
  - (i) ascertain current balances in any of your accounts with us;
  - (ii) determine whether recently written checks have been paid;
  - (iii) transfer funds between your Checking, NOW, Statement Savings and Money Market accounts;
  - (iv) transfer funds from your Checking, NOW, Statement Savings and Money Market accounts to make loan payments; and
  - (v) obtain advances from your Home Equity Line of Credit.
4. Use Online Banking & Mobile Banking to:
  - (i) obtain account information with respect to your Checking, NOW, Regular Savings, Statement Savings, Money Market and Certificate of Deposit accounts.
  - (ii) transfer funds between your Home Equity Credit Line, Checking, NOW, Statement Savings and Money Market accounts.
  - (iii) make payments on Sanford Institution for Savings loans and obtain information about loan accounts.
  - (iv) pay vendors, merchants and other third parties (if you use the Online Bill Payment Service).
- b. Limitations on dollar amounts of Transfer. Daily withdrawals from your Checking, NOW or Statement Savings accounts at our automated teller machines shall not exceed the lesser of \$300 or the available balance in your accounts. A Debit MasterCard® purchase is defined as a purchase at a MasterCard merchant where you sign (as opposed to entering your PIN) for the transaction. You can use your Card and signature to pay for purchases at merchants displaying the MasterCard symbol. Daily purchases with your Debit MasterCard®, at the point of sale shall not exceed \$2,500 per Card or the available balance in your Checking, NOW account, whichever is less. However, if the account to be debited is your Checking account and you have linked that Checking account to an overdraft line of credit for overdraft protection purposes we may cover the amount of the Transfer to the extent your overdraft line of credit is then available and in accordance with any agreement covering that overdraft protection service. You may request a different daily limit. SIS reserves the right to reduce your daily withdrawal limit at any time.  
Transfers and payment of bills using the Online Banking and Bill Payment Services are limited to the available balance (including the available credit in your Overdraft Line of credit account).
- c. All services may not be available at all automated teller machines and other authorized facilities, and withdrawal limitations at certain automated teller machines and certain other authorized facilities may differ.
- d. Limitations on Frequency of Transfers. To enforce federal regulations, there are limits on the number of Transfers you can make from your Statement Savings accounts using an Access Device, telephone or Online Banking:

Transaction Type	Maximum per Month
Checks	6*
Preauthorized Transfers	6*
Telephone Transfers	6*
Online Banking Transfers	6*
In-Person withdrawals made with withdrawal slips	No Limit
ATM Transactions	No Limit
Deposits into the accounts by whatever means	No Limit

\* These transactions are limited to a combined total of 6 per monthly statement. Persistent violations of the transaction limitations will result in the close out and transfer to an existing Checking or NOW account, or a new Checking or NOW account upon approval. Point of Sale transactions are not permitted on savings or money market accounts.

**6. Right to Receive Documentation of Transfers.**

- (a) Terminal Transfers. You will receive a receipt at the time you make any Transfer with your Card to or from your account using one of our automated teller machines or other facilities. However, this receipt is not final since each transaction is accepted subject to verification by us. If there is a conflict between the receipt and our records, our records will control.
- (b) Online Transfers. Once an end-user has confirmed the transaction, a transaction report record screen will appear detailing transaction results, including posting date and reference number for each transaction.
- (c) Preauthorized credits or debits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (207) 324-2285 to find out whether or not the deposit has been made.  
We are not liable if we have not received the direct deposit or preauthorized debit instruction in sufficient time to process the request on its due date. We may cancel the direct deposit or preauthorized debit service you receive at any time.
- (d) Transactions reflecting transfers between accounts at the Bank may be reflected on the Statement of one of the accounts.
- (e) Periodic statements. You will get a monthly account statement on any Checking, NOW and Statement Savings account.
- (f) Passbook Account where the only possible electronic funds transfers are preauthorized credits. If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook. You will not receive a periodic statement noting these transactions on your passbook account.

**7. Stop Payment Procedure and Notice of Varying Amounts.** Unless otherwise provided in this Agreement, you may not stop payment of an electronic funds transfer, therefore you should not employ electronic access for purchase of goods or services unless you are satisfied that you will not need to stop payment.

- (a) Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of those payments. Here's how:  
Call us at (207) 324-2285 or write us at Sanford Institution for Savings, 900 Main Street, Sanford, ME 04073 in time for us to receive your request 3 business days or more before the payment is scheduled to be made.  
If you call, we will require you to put your request in writing within 14 days after you call. When making an oral or written order for stop payment, you must give us the date the payment will be made, the amount of the payment and to whom the payment is to be made. As set forth in the fee schedule governing Checking and NOW accounts, a service charge will be imposed for each stop payment order you give.
- (b) Canceling or Changing Online Bill Payments.

The way to cancel or change pending Online Bill Payments is to use the Online Banking Service. Payments must be changed or canceled using the Service prior to 12:00 am. Eastern Time on the business day the transaction is scheduled to be processed. If you ask us to cancel a payment after it is issued and we agree to do so, we may charge you a stop payment fee, as set forth in the fee schedule governing Checking and NOW accounts, for each stop payment order you give. For stop payment requests initiated after the processing, for checks issued through the Sanford Institution for Savings' Bill Pay Service, you must contact the Bill Payment processor (Metavante) through Customer Support or by calling Metavante directly at 1-800-825-4321. Stop payment orders whether oral, written, or electronic, will be in effect for a period of six months. Stop payment orders cannot be requested on items if they were sent electronically (via ACH). For rules governing stop payment orders for checks written by you on your Sanford Institution for Savings Checking, NOW and Money Market account, see the Terms and Conditions of your Account disclosure. If requested by Sanford Institution for Savings, you will confirm any stop payment order in writing. After six months, any stop payment will terminate and must be renewed in order to continue in effect. Sanford Institution for Savings may pay any item that is presented following the lapse of any stop payment order.

- (c) Notice of varying amounts. If these regular payments vary in amount, the person you are going to pay must tell you, 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.
- (d) Liability for Failure to Stop Payment of Preauthorized Transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so in accordance with our agreement with you, we will be liable for your losses or damages.

**8. 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:

- If through no fault of ours, your account has insufficient available funds to make the Transfer.
- If the funds in your account are subject to legal process, such as garnishment, attachment or other lien.
- If an account which may be accessed by use of your Card, Telephone Banking or Online Banking becomes dormant, we may eliminate electronic access to that account.
- If the Transfer would go over any credit limit you may have for overdrafts.
- If the automated teller machine where you are making the Transfer does not have enough cash.
- If the system was not working properly and you knew about the breakdown when you started the Transfer.
- If circumstances beyond our control (such as fire or flood) prevent the Transfer despite reasonable precautions we have taken.
- If a withdrawal would consist of money deposited in the form of a check or other order and not yet available for withdrawal.
- 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.
- There may be other exceptions stated in our agreement(s) with you.

**Important Information for Online Bill Payment Customers:**

If your Bill Payment Account does not have sufficient funds to make a Payment as of the date Payment is deducted from your account, the Bill Payment Service will automatically block future Bill Payment Services until your account has sufficient funds to make the Payment. The Bank shall have no obligation or liability if it does not complete a Payment because there are insufficient funds in your account to process a Payment or is blocked because funds are insufficient to process an earlier payment. In all cases, you are responsible for contacting the Online Banking Service at 207-324-2285 or 1-888-225-5747 to either make alternate arrangements for the Payment or reschedule the Payment through the Bill Payment Service. The block will not be removed until you have resolved the insufficient Payment.

The Bill Payment Service reserves the right to close the Online Bill Payment account if six Insufficient Funds occur within one year, based on a rolling twelve months. An occurrence, is defined as per day. For example, a user may have three items returned in one day, but it will only count as one occurrence.

**9. Disclosure of Account Information to Third Parties.** In the ordinary course of business we will disclose information to third parties about your account or the Transfer you make:

- (a) where it is necessary for completing Transfers; or
- (b) in order to verify the existence and condition of your account and to provide a general range of balances for a third party, such as a credit bureau or merchant; or
- (c) in order to comply with government agency or court orders, or lawful subpoena; or
- (d) to our employees, auditors, service providers, attorneys or collection agents in the course of their duties; or
- (e) to persons authorized by law in the course of their duties; or
- (f) to a consumer credit reporting agency as defined by Title 10, Ch. 209-B of the Maine Revised Statutes Annotated; or
- (g) by your written authorization which will expire automatically 45 days after receipt by us.

If an unauthorized disclosure occurs, we must inform you of the particulars within 3 days after we discover the unauthorized disclosure.

**10. In Case of Errors or Questions About Your Electronic Transfers or Online Banking and Bill Payment transactions.** Telephone us at 207-324-2285 or 1-888-226-5747 or write us at Sanford Institution for Savings, 900 Main Street, Sanford, ME 04073 as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a Transfer listed on the statement or receipt. We must hear from you no later than 60 days after we send you the FIRST statement or notice of activity on which the problem or error appeared.

- (a) Tell us your name and 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; and
- (c) Tell us the dollar amount of the suspected error and the date that the transaction occurred.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involves a transfer to or from an account within 30 days after the first deposit to the account was made) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the notice of error involves a transfer that was not initiated in a state, resulted from a point-of-sale debit card transaction or occurred within 30 days after the first deposit to an account) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involves a transfer to or from an account within 30 days after the first deposit to the account was made) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

We will tell you the results within 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.

NOTE: You should retain all of your receipts and record all transactions in your appropriate account register, e.g., your checkbook.

**11. Fees and Charges.**

(a) **Charges for Electronic Fund Transfers.** There is no charge for direct deposits to any personal account type. As long as you meet the minimum balance requirements, there is no charge for preauthorized withdrawals from any type of Checking/NOW, Statement Savings or Money Market account. In addition, we do not charge for transactions at SIS ATM machines or at other ATMs not owned by SIS. However, there may be a fee for transactions performed at other ATMs not owned by SIS imposed by that ATM owner. No charges will be imposed on any Debit MasterCard<sup>®</sup> purchase transactions. Please refer to the Bank's fee schedule for a list of current fees for any lost ATM/Debit Card replacement, including a rush card replacement. . We may, in the future, impose additional charges in connection with transactions you initiate with the Card. Any charges imposed will be specified from time to time by written notice to you. Any transaction that you initiate with the Card or Telephone Banking will be subject to the normal service charges set forth in all applicable deposit agreements, the Bank's deposit account disclosure and fee schedule.

(b) **Online Banking Fee - Consumer**

Sanford Institution for Savings offers the benefits and convenience of the Consumer Online Banking with Bill Payment service, free. Stop payment fees will be \$35.00.

**SPECIAL TERMS AND CONDITIONS FOR CARDS AND OTHER ACCESS DEVICES**

12. You will use the Card in accordance with the operating information which you will receive with your Card and will be responsible for authorized use of the Card. The Card is intended for your personal use only. Your use or use by anyone with actual authority or for your benefit constitutes an authorized use. When you receive your Card, sign your name in ink on the signature panel. To activate your Card you must first use it at one of our ATM machines or call the toll-free number displayed on the front of your Card. If you have a problem remembering your selected PIN # and would like to select a new one, you may contact the bank.

The use of the PIN together with your Card and/or Access Device and/or signature is intended to prevent your Access Device from being improperly used. In order to protect this security, **do not write your PIN on your Card or in any other inappropriate location** or keep your PIN close to your Card. You should not tell your PIN to anyone.

13. The use of the Card to purchase goods and services at merchant locations or to withdraw cash will constitute a simultaneous withdrawal from and/or demand upon your account, even though the transaction may not actually be posted to your account until a later date. Transactions will be posted to your account in the order and with the same legal effect as checks drawn on the account. A Debit MasterCard<sup>®</sup> purchase is defined as a purchase at a MasterCard Merchant where you sign (as opposed to entering your PIN) for the transaction. You can use your Card and signature to pay for purchases from merchants displaying the MasterCard symbol.

14. Anyone honoring the Card may be required to obtain approval or authorization for any transaction over a certain dollar amount. The authorization will create a hold on your account for the authorized amount.

15. Any hold placed on your account may reduce the available funds in your account so that other checks or Transfers presented to us for payment may not be paid, other Transfers may not be authorized or checks may not be approved. You agree that we may take this action and you agree to relieve us of any liability for placing a hold on the account as agreed.

16. In addition to the Transfers listed above in Section 5 and other uses addressed above, you may use your Card at our automated teller machines and other authorized facilities to verify the balance in your Checking/NOW, Statement Savings or Money Market account.

17. You may use your Access Device only in the manner and for the purposes we authorize. We may recognize a transaction even if we have not authorized it, but that does not mean we will authorize the same type of transaction again.

18. You do not have the right to stop payment on any transaction originated by use of the Card. Therefore, you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.

19. The Card remains our property and we have the right to refuse to issue the Card or other Access Device or revoke the Card or Access Device at any time with or without cause or notice. You must surrender a revoked Card to us upon demand or upon knowledge of its revocation and you must not use an expired or revoked Card or Access Device.

20. If a negative (overdraft) balance in your account results from the use of an Access Device or from any other Transfer, you will pay us on demand this negative balance, and you will pay us our then current charge for overdrafts. For consumer accounts, there is a limit of 4 overdraft fees per day that we will charge per account. We will not charge an overdraft fee if a consumer account is overdrawn by \$10.00 or less.

21. **International Transactions** – If you effect a transaction with your Debit MasterCard<sup>®</sup> in currency other than U.S. dollars, MasterCard International Incorporated will convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure, which is disclosed to institutions that issue MasterCard<sup>®</sup>. Currently, the currency conversion rate used by MasterCard International to determine the transaction amount in U.S. dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used by MasterCard International on the purchase date or cardholder statement posting date.

22. From time to time we may monitor the use of your Card for signs of potential fraud, which could include the use of your Card in a manner that is out of the ordinary. If you are planning on using your Card in a foreign country (for example, if you are traveling abroad) please let us know in advance. Otherwise it is possible that your international transactions may be delayed or declined. You understand that this monitoring is voluntary on our part, and we are not obligated to do so. You further understand that, regardless of whether we do or do not monitor your Card in the manner described above, you have no additional limitations on your liability aside from those described in this EFT Agreement.

23. **Illegal Use of Card Prohibited** - You may not use your Card for any illegal activity, including any illegal gambling activity. Display of the MasterCard<sup>®</sup> logo at a particular merchant does not mean that the transactions that may be done with that merchant are lawful in all cases or in all jurisdictions, **Debit MasterCard<sup>®</sup> is Not a Credit Card** - The Debit MasterCard<sup>®</sup> that we issue to you for use with your designated account(s) under this EFT Agreement is NOT a credit card. This is so even though it may bear the MasterCard name and logo, and even though you may be able to press a button that says "credit" at a POS terminal to conduct a transaction. This means that you may not assert disputes that you have with a merchant or retail location with us (such as, if you believe that the goods and/or services purchased with your Debit MasterCard<sup>®</sup> were defective or not delivered when they were promised). We are also not responsible to you if a merchant or retail location refuses to honor your Card.

24. The Terms and Conditions are subject to The Total Deposit Account Agreement and are governed by Maine law, except to the extent that any federal law controls. If there is any conflict between any term of this agreement and Maine law or controlling federal law or regulations, that term shall be deemed to be modified to make it comply.

25. Any notice which we mail to you shall be effective when placed in the United States mail, postage prepaid and addressed to you at your last address as indicated on our records.

26. **Disclaimer of Liability.** We expressly disclaim all warranties that the NYCE<sup>®</sup> system, the Plus System<sup>®</sup> network, or their components, including, but not limited to, cards and terminals, shall function properly or be available for use.

27. **Agreement Modification.** This agreement may be amended by us without prior notice to you when such a change is immediately necessary to maintain or restore the security of the NYCE<sup>®</sup> system, the Plus System<sup>®</sup> network or any other authorized network or a customer's account; however, we will notify you in writing twenty-one (21) days prior to the effective date of any change in any term or condition of the Agreement or your account, if such change would result in greater cost or liability for you or decreased access to your account.



*The Bank That Listens*<sup>®</sup>

## ELECTRONIC BANKING AGREEMENT

900 Main Street • Sanford, ME 04073

207-324-2285 • 1-888-226-5747

info@banksis.com • www.banksis.com

Page 5 of 5

28. Joint Accounts. All parties to a joint checking account must sign an application for the issuance of an Access Device under this Agreement, and by signing you each agree to be jointly and severally bound hereunder. All Cards shall be returned to us prior to the addition or deletion of name from any bank account subject to this Agreement.
29. Your Rights Relating to Refunds and Returned Merchandise. Your rights relating to refunds and returned merchandise are the same as any you pay with cash or check. You must resolve issues of this type directly with the merchant. It is the merchant's own policy on refunds and returns that governs these transactions.
30. By accepting, signing or using an Access Device or otherwise engaging in a transfer, you agree as a condition to using the Access Device and the privilege it affords, and in consideration of the Bank allowing transfer, that in the event we deem that legal action is necessary to enforce these terms and conditions, all such legal action may be maintained in the Courts of the State of Maine and you consent to waive any objections to venue in any of those Courts for the purpose of determining the proper venue of any action. If we initiate any legal action to collect any money owed to us under these terms and conditions, including counter claims, you agree to pay all of our costs for such action, including any attorney's fees.

**WARNING:** Wrongfully obtaining funds by use of a Card or other Access Device constitutes a federal criminal offense punishable by fine or imprisonment or both.

As part of the security system for the protection of your Card and PIN, we may use hidden cameras and other security devices to determine who is using a Card at an automated teller machine.