

## Deposit Account Agreement & Disclosure

### General Terms and Conditions Applicable to Your Account With Us

These general terms and conditions, together with the electronic banking and funds availability disclosures provided below and the product(s) disclosure contained in this folder, constitute a contract (collectively, the "Agreement") that establishes the rules that control your account(s) with us. Please read these documents carefully. Unless indicated otherwise, the terms of this Agreement apply to both personal and business deposit accounts and customers.

#### As used in this Agreement:

- "Business Deposit Account(s)" or "Business Account(s)" are those deposit accounts that are opened by a partnership, corporation, limited liability company or other form of business entity, whether operated for profit or not-for-profit, as well as those opened by individuals in their name but which are intended to be used for business purposes.
- "Business Customer" means a party opening or maintaining a Business Deposit Account/Business Account.
- "Personal Deposit Account(s)" or "Personal Account(s)" means those deposit accounts that are opened and/or maintained primarily for personal, family, or household purposes.
- "Personal Customer" means a party opening or maintaining a Personal Deposit Account/Personal Account.
- "We", "us" and "our" mean Camden National Bank.
- "You," "your" and "owner" mean, individually and collectively, the parties that maintain a deposit account with us.

If you sign a signature card to open a new account or continue to have your account with us, you agree to these rules. We may change our Agreement with you at any time, and will provide you with prior notice of changes when required to do so by applicable legal requirements. If you use or maintain your account after the effective date of the change, you agree to the change. You or we may close your account at any time and for any reason. Depending on the circumstances, we may (but are not required to) provide you with reasonable notice of the closure of your account(s). If we close your account we

may, in our sole discretion, either tender the remainder of your account balance to you personally or mail you a check for the remaining account balance to your address in our records. Regardless of whether you or we close your account, we will not be liable to you for dishonoring any item drawn on or debited from your account that is presented to us after the closure of your account. This Agreement will survive the closure of your accounts, and you will remain obligated to pay us for any fees or charges incurred on your account before it was closed.

Notice from us to any account owner is notice to all account owners.

### Ownership of Personal Deposit Accounts and Right to Conduct Transactions

These rules apply to your account depending on the form of ownership and beneficiary designation you have specified on the account record. This designation determines to whom we pay the account funds and from whom we will accept instructions regarding the account.

An **individual account** is an account in the name of only one person who has sole rights to the amounts therein.

**Joint accounts** are accounts owned by more than one individual. Unless the account documentation clearly specifies otherwise, each joint account owner appoints the other joint account owner(s) as his or her agent(s) on the account for purposes of: depositing, withdrawing, and transferring funds; providing us with stop payment instructions on checks or other items drawn on the account; obtaining information regarding the account; requesting an ATM or debit card to access the account; accessing an overdraft line of credit linked to the account; pledging the account as security for a debt (when permitted by this Agreement); and closing the account. This means that, unless arrangements requiring multiple signatures are in place and clearly specified in the account documentation, any owner of a joint account may unilaterally withdraw, transfer or otherwise dispose of all of the funds in the account, or close the account at any time.

Joint accounts may take several legal forms, **but unless otherwise clearly specified in the account documentation:**

*All joint accounts are deemed to be Joint Accounts with Survivorship Rights; and All joint accounts will require only one signature and any one of the owners has the unilateral right to withdraw or otherwise dispose of any or all of the funds in the account.*

It is your obligation to ensure that the ownership form properly reflects your intention. An owner may not change the ownership on a joint account without the agreement of all account owners. Multiple signature requirements not established when the account is opened may only be established with the agreement of all owners. Similarly, multiple signature requirements established when the account is opened may only be changed with the agreement of all owners. An account may not be assigned or ownership transferred without our prior written consent.

#### Joint Accounts with Survivorship

**Rights** are joint accounts in which the account balance, upon the death of one owner, passes to the surviving joint owner. If there is more than one other joint owner, the account balance will pass to all surviving joint owners as joint tenants with survivorship rights. The balances transferred to the surviving joint account owner(s), remain subject to any rights we may have to charge to or set-off from the account any amount(s) that the deceased account owner may owe to us.

**Joint Accounts with No Survivorship** (as Tenants In Common) are accounts owned by more than one individual which, upon the death of one owner, their interest in the account passes to the estate of the deceased depositor. (We do not offer these accounts).

**Payable on Death Accounts** are accounts that are either 1) established by a single account owner and payable to the owner during his or her lifetime and, upon death of the owner, to one or more designated beneficiaries; or 2) established by two or more joint owners (with survivorship rights) and payable to any or all of the joint owners during their lifetimes and, upon the death of all such joint owners, to one or more designated beneficiaries. The account owner(s) has (have) full rights to the account and may at any time withdraw any or all of the funds and otherwise modify the account type and ownership form. The owner(s) may change or eliminate the beneficiary designation at

any time. As used in this section, the term “owner” does not include the beneficiary(ies) on the account. Beneficiaries cannot withdraw from these accounts prior to the death of the account owner(s). These accounts are payable to the living designated beneficiary(ies). If there is more than one designated beneficiary, the beneficiaries will share in the account as tenants in common following the death of the account owner(s). Any amounts transferred remain subject to any rights we may have to charge to or set-off from the account any amount(s) that the deceased account owner may owe to us.

## Ownership of Business Deposit Accounts and Right to Conduct Transactions

We offer a wide variety of Business Accounts to suit your needs. How we classify the Business Account and its ownership status will be designated on the signature card completed when opening the Business Account. We will rely on this designation for all purposes in the handling of the Business Account.

Each individual person signing the signature card, or any resolution or other document that we may request to be completed from time to time, on behalf of the Business Customer represents and warrants that they:

- Are fully authorized (as such, being an “Authorized Person”) to execute all documents and to conduct all transactions on the Business Account(s) on behalf of the Business Customer in their stated capacity;
- Have supplied us with all documentation that we may require to evidence the authority they have on behalf of the Business Customer; and
- Will provide us with any other documentation that we may request from time to time.

Additionally, each Business Customer that maintains one or more Business Accounts with us also represents and warrants that:

- It has completed all internal and/or corporate actions necessary to open and maintain the Business Account(s) with us;
- Any and all documents, including (but not limited to) resolutions or other authorizations, given to us are duly authorized, true, accurate and complete in all respects;
- Each and every Authorized Person named on the Business Account signature card or other documentation

concerning the Business Account is duly authorized and has the complete and full authority as noted on the resolution or other authorizations provided to bind the Business Customer in all transactions involving the Business Account; and

- It has procured and shall maintain any and all required licenses or filings regarding its business, including (but not limited to) any filings for fictitious trade names under which it may operate.

Each Business Customer agrees that it shall promptly inform us in writing of any changes in its organization, ownership, or in the authority of any Authorized Person(s) with respect to the Business Account and/or any transactions relating to it. Business Customers understand and agree that we are allowed to rely on the information and documents in our books and records regarding the Business Account, including (but not limited to) documents authorizing Authorized Persons to act on behalf of the Business Account or to conduct transactions relating to it, until we are informed by the Business Customer in writing of any changes to such information and documents and we have a reasonable opportunity to act upon such notice. Additionally, each Business Customer agrees that, in addition to and not in substitution for any other indemnity rights that we may have under this Agreement, it shall defend, indemnify and hold us harmless from any and all claims, costs, losses, liabilities and damages that may directly or indirectly arise from: (a) its breach of any representation or warranty under this Agreement; (b) any breach by an Authorized Person of a representation or warranty under this Agreement; (c) our reliance on any actions or inactions of any Authorized Person or any other party with actual, implied or apparent authority to act on behalf of the Business Customer; or (d) its failure to inform us of any changes as required above.

We may require Business Customers to provide us resolutions, authorizations, instructions, or other documents required to open or maintain a Business Account with us on a form provided by us. We reserve the right to refuse to accept or recognize any such documents that are either not provided to us or that appear incomplete or improperly executed.

## Liability of Account Owners

You are liable to us for all fees and obligations on the account. In the case of joint accounts, all owners are jointly and severally liable for all fees and obligations with respect to the account. Each owner

guarantees and agrees to pay any overdraft created on the account, even if the overdraft was created by another joint owner and/or the proceeds of the overdraft only benefited the other owner(s). This means that we can seek the full amount owed to us from any one of the joint account owners. You authorize us to deduct directly from your account the amount of any fee or charge. This includes fees for special services not listed on the fee schedule.

## Deposit Reclassification

Your checking account consists of two subaccounts: (1) a transaction subaccount (which will be a NOW account if your checking account is an interest-bearing account, or a demand deposit account if your checking account is not an interest-bearing account); and (2) a holding subaccount (which will be a money market deposit account). Whenever your transaction subaccount balance exceeds a certain level (which we may set and change at our discretion without notice to you), funds above that level may be transferred from the transaction subaccount to the holding subaccount at the bank’s discretion, as often as once each day. All of your checking account transactions will be posted to the transaction subaccount. Balances transferred to the holding subaccount will be transferred back to the transaction subaccount to meet these transactional needs, so there will be no adverse impact on the availability of the balances held in your checking account. In accordance with federal limitations, no more than six (6) transfers from the holding account can occur during any statement cycle. Therefore, if a sixth transfer is needed, we will return all balances to the transaction subaccount for the remainder of the statement cycle.

These subaccounts will be treated as a single checking account for purposes of deposits and withdrawals, access and information, statement reporting, and any fees or charges. There are no separate or additional balance requirements, fees, or charges associated with the creation of these subaccounts. If your checking account is a non-interest bearing account, neither the transaction subaccount nor the holding subaccount will receive any interest. If your checking account is an interest-bearing checking account, both the transaction subaccount and the holding subaccount will receive the same interest rate at all times, and your periodic statement will reflect a single blended Annual Percentage Yield (“APY”) and APY Earned.

## Withdrawals from Interest-Bearing Accounts

In accordance with federal regulations, we reserve the right to require seven (7) days advance notice of withdrawals from interest-bearing accounts (including subaccounts). While we are required to reserve this right, the bank does not presently exercise this right.

## Passbook Accounts

Passbook accounts require that you make all your withdrawals and other transfers from your passbook in person at one of our branch locations. We reserve the right to refuse any transaction not accompanied by the passbook.

If you lose your passbook, or it is stolen or destroyed, you agree to notify us as soon as possible. We may require certain additional information from you and may charge you a fee before issuing you a replacement passbook, unless limited or prohibited from doing so by applicable law. Once we issue you a replacement passbook we shall have no liability for the original passbook.

## Check Imaging

We are pleased to provide the benefits of Check Imaging to both our Personal Customers and Business Customers at no additional charge. With your statement you will receive letter-size documents laser-printed with images of your cancelled checks and deposit slips.

## CD-ROM Statement Product (Available on Business Deposit Accounts Only, Not Available on Passbook Accounts)

For added convenience, you may request that your checking and savings account statements be sent to you regularly on a CD-ROM. This CD-ROM statement feature will allow you to have multiple accounts on the same CD and to research information daily, weekly or monthly. Check images can be printed, copied or exported from the disc, and deposited items can be viewed as well. This product will also allow you to download your account information to Quicken® or .txt files. You can choose to receive your statements via CD-ROM for a fee of \$5.00 for each CD-ROM per statement cycle or a paper statement along with a CD-ROM statement for a fee of \$10.00 for both. You may also request an annual CD-ROM

statement for a fee of \$25.00. This will provide you with twelve (12) months of consecutive statement cycles for convenient access and storage of your account information.

## E-Statements

If we have agreed to provide your statement electronically through our E-Statement service, you agree to promptly notify us of any changes to your e-mail address. An electronic statement sent or made available to any one depositor under the E-Statement service will be considered to have been provided to all account owners.

## Conducting Transactions, Generally

We are not obligated to and generally will not question the motives or purpose with respect to any transaction. This is true whether an owner, or one authorized to act on an owner's behalf, conducts the transaction. However, we may decline or delay any transaction if we are not satisfied that the individual conducting the transaction can properly identify himself or herself or, if not an owner, that he or she is properly authorized to conduct the transaction.

## Deposits

All deposits made into your account are subject to verification and final payment. Funds from deposited items will be made available in accordance with the Funds Availability Policy that is included herein and as may be amended from time to time. If you make a deposit at one of our ATMs, a night depository, or if the U.S. Postal Service or courier service causes a delay, we will not be responsible for that deposit until we actually receive it and record that deposit in our books and records. You agree that all deposits will be accompanied by a properly completed deposit ticket. If you do not use a personalized deposit slip, you agree to hold us harmless from any errors that may occur due to that deposit being encoded by hand.

- We reserve the right to charge the account for the amount of any item that you deposit into your account that is returned to us, together with applicable fees.
- We reserve the right to refuse to accept all or any portion of a deposit, for any reason. This may include, but would not be limited to, situations where the collectability is doubtful such as in the case of an altered check, a stale dated

check, a check missing necessary signatures, a check which on its face has inconsistent or missing information, a check on a form which is likely to be rejected, etc.

## Deposit of Foreign and Other Non-Routine Items

Checks drawn on banks located outside the United States, bond coupons and other non-routine items will be accepted for collection only. These items are not governed by our Funds Availability Policy. These items will not be posted to your account, and you will not receive credit for such items until we receive final credit from the bank on which it is drawn. We will calculate the U.S. dollar equivalent of your deposit by using our applicable exchange rate that is in effect when we receive final credit, not the exchange rate that was in effect when you presented us with the item for deposit. You agree that when we receive final credit for an item that we have accepted for collection we may subtract any applicable fee as may be shown in this Account Disclosure, as may be amended from time to time, for processing such non-routine items from the amount finally credited to us, before we credit your account for the remaining amount. From time to time and in our sole discretion we may make exceptions to this policy. We are not, however, under any obligation to do so, and we will not be liable to you if we do not do so.

## Withdrawals

We reserve the right to refuse any transaction attempted on a form or in a manner not approved by us. Our willingness to allow such a transaction on one occasion does not obligate us to do so in the future.

We reserve the right to refuse any transaction that may cause an overdraft. Our willingness to allow such a transaction on one occasion does not obligate us to do so in the future. If we allow an overdraft, each account owner guarantees payment of the overdraft and any fees that we may impose in connection therewith.

We may pay a check prior to the date on the check unless we have received prior notice of the postdating. The notice must be received by us prior to our cashing, paying or certifying the item, and with enough time to give us a reasonable opportunity to act. The notice must clearly identify the payee, amount, number and date of the item. If we allow you to provide notice of postdating orally, we reserve the right to pay the postdated item

if we do not receive written notice in fourteen (14) days after the oral notice. We may pay and charge to your account a check drawn on your account that is dated more than six (6) months in the past. We are not obligated to honor restrictive legends on checks written by you unless we have agreed in writing to do so.

If a person who is not one of our customers wants to cash a check at one of our branch locations that you have written on one of your accounts with us we may require that individual to comply with certain security procedures (such as providing identification satisfactory to us).

We may also charge that person a fee for cashing the check. You agree that we will not be liable to you for wrongful dishonor if that person fails to comply with our request for identification and/or refuses to pay the fee and we refuse to cash the check.

## **Payment of Items Drawn on Your Account**

Our decision to pay your checks and other items, or to return such items unpaid due to insufficient funds, is made on the date that the item is presented to us for payment. However, we make that determination sooner if we receive notice from another bank that a check you have written has been deposited for collection.

Our decision to pay or return items will be based on the amount of available funds in your account at the time, and we are required to determine this balance only once between the time we receive the check or item and the time when we would be required to return the item.

We are permitted by applicable law to pay checks and other items drawn on your account in any order that we choose, and we may change this order at any time without notice to you. The order in which we pay items may increase the non-sufficient funds/overdraft fees you will be required to pay.

## **Transaction Limitations**

You may make an unlimited number of withdrawals or transfers from your savings or money market account, so long as they are done in person at one of our ATM or branch locations. By federal regulation, your ability to make withdrawals and transfers that are not completed in person is limited to six (6) per statement period on any savings or money market account. Types of transactions that fall within the six-per-statement period limitation are ACH debits, checks payable to third parties, draft checks,

debit card (POS) transactions, wire transfers, transfers from your savings accounts under an agreement to cover overdrafts on a transaction account, automatic fund transfers, or transfers from a savings account at your telephoned request either directly to a bank employee or indirectly through Telephone Banking or the Online Banking system. There will be a service charge of \$10.00 for each transaction that exceeds the statement period limitation. Violations of transaction limitations within a 12 month cycle may constitute conversion to a transaction account or account closure.

## **Stop Payments**

Any one of the account holders may make a stop payment request on any item written on the account, regardless of which account holder wrote the item. However, only the owner who makes a stop payment request may release the stop payment. A stop payment request must be received by us prior to our cashing, paying or certifying the item and with enough time to give us a reasonable opportunity to act.

The order must clearly identify the payee, amount, number and date of the item. If we allow the stop payment request to be initiated orally, we reserve the right to pay the item if we do not receive a written stop payment request in fourteen (14) days after the oral stop payment request.

## **Phone Transfers**

We may allow phone transfers by any of the owners of the account. However, unless the transfer is the subject of a prior written authorization, we, in our discretion, may allow transfers only to another account owned by all of the same owners and with the same legal structure. We reserve the right not to allow any transfer unless we are satisfied as to the identity of the owner. There may be a fee assessed for staff assisted telephone transfers.

## **Right of Setoff**

Without prior notice (subject to any restriction or requirement provided by applicable law or regulation), we may set off any or all of the funds in your account (except for IRA accounts and other tax deferred accounts) against the obligation to us that is then due and payable. We may exercise this right if you are liable for the debt as a borrower, guarantor or otherwise.

We may exercise this right against your individual accounts even if you are jointly liable on the debt, and may set off funds in

your joint account to repay debts incurred by any one or more of the joint account owners, whether individually or jointly with a third party. We will not be liable to you for any loss of interest or penalties imposed due to the setoff. Also, we will not be liable to you or any third party for any loss or claim resulting from the dishonor of any check drawn on the account or your inability to pay others as a result of our exercise of the Right of Setoff, and you agree to hold us harmless from any such claim.

## **Enforcement**

In the event either party brings a legal action to enforce this Agreement or collect any amount owing as a result of any account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to limits under applicable law.

## **Assignment or Pledge**

You will not assign, transfer or pledge any of your accounts to a third party, except to us, and we will not recognize any such attempted assignment, transfer or pledge without our prior written approval.

## **Review of Account Statement**

You should review your account statements carefully and notify us in writing of any missing or incorrect deposits or any unauthorized or altered transactions (such as checks with forged signatures or amounts or payees different from those authorized by you, or items you do not recall having written) within a reasonable period of time, not to exceed thirty (30) days after we send or make a statement available for your review. You agree that if you do not report any issues or concerns to us within thirty (30) days after we made this statement available to you that your statement is considered correct and you may not make a claim against us for any situations involving missing or incorrect deposits, forged or unauthorized signatures on, or alterations to your items.

Additionally, if you do not review your statement and notify us of such transactions within thirty (30) days after you receive or otherwise have an opportunity to review your statement, you may be responsible for some or all of the loss resulting from similar actions of the same wrongdoer on subsequent items we pay.

You understand and agree that we use automated means to process checks, and therefore do not visually inspect each one individually. You agree that our use of automated check processing means our use of ordinary care in the handling of such items. You also agree that we have not failed to exercise ordinary care, if an item was forged or altered in such a way (such as by use of computer equipment, copy machines, or other similar equipment) that a reasonable person would not be able to detect the alteration or forgery.

Your responsibility for unauthorized electronic transfers is detailed in the disclosures regarding electronic fund transfers contained elsewhere in this Agreement.

### **Overdraft Protection Services Available to Personal Customers**

- An “Overdraft Protection” credit line is available\* to cover an overdraft on your checking account. There are no additional fees for this service except for the finance charge on the amount of credit used.
- Checking and Savings Overdraft Protection may be used to cover overdrafts. Funds from a specified checking or savings account will be transferred automatically to cover an overdraft as long as there are sufficient funds.

There is a \$10.00 fee per transfer, and each transfer may count toward the limits discussed in the “Transaction Limitations” section of this agreement.

\* Loan products listed are available to qualified applicants who meet our current loan underwriting guidelines.

### **Legal Process Affecting Your Account**

We will act on and comply with valid legal process to which your account may become subject (such as a subpoena, restraining order, injunction, attachment, execution, levy or similar order), including restricting access to or turning over funds in your account if we are ordered to so. We will not be liable to you for not paying any checks or other items drawn on your account due to our restricting or turning over the funds in your account in order to comply with such legal process.

### **References to Loan Products**

The rules and regulations that cover home equity lines and loans, credit cards, overdraft protection, and other consumer non-revolving installment loans are not contained in this disclosure. Please refer to the applicable disclosures and agreements for additional information related to loan products, or see a branch representative for further information.

### **Entire Agreement; Severability and Waiver**

This Agreement, and the documents which relate to it, represent your and our entire agreement. It supersedes and replaces all other agreements regarding the substance hereof. This Agreement may not be modified orally.

If any provision of this Agreement is found for any reason to be invalid or unenforceable, or contrary to provisions of applicable law, then the remaining terms of this Agreement shall remain in full force and effect. However, if a provision of this Agreement is inconsistent with a law or regulation that allows for parties to modify its terms by agreement, then you agree that the provision of this Agreement is such a modification and is controlling.

We may delay or forgo enforcing any rights that we have under this Agreement without losing them. If we fail to enforce our rights in a particular instance that waiver applies only to that instance and does not prevent us from exercising such rights in the future or in other situations.

### **Governing Law**

This Agreement shall be governed by applicable federal law and, to the extent not preempted, the laws of the State of Maine.

### **Limits on our Liability to You; Indemnity**

You agree that we shall have no liability to you for any delay or failure to perform any of our obligations or perform any services under this Agreement due to circumstances beyond our control, such as: acts of God and natural disasters, military action, acts of terrorism or civil disturbance, riots, strikes and similar labor difficulties, power failures, failures of telecommunication devices, and severe adverse weather conditions. Any time limits applicable to our performance shall be extended during

any period during which we are unable to perform our obligations under this Agreement due to one or more of the foregoing.

In addition to the foregoing, you also agree to indemnify and hold us and our directors, officers, employees and agents (as well as affiliates and their directors, officers, employees and agents) harmless from any claims, costs, losses, liabilities and damages that may arise in connection with your account, including (but not limited to) those related to overdrafts on your account.

### **ELECTRONIC BANKING PRODUCTS AND SERVICES**

We have a number of convenient services available so that you may have access to your deposit account funds electronically. This portion of the Agreement provides you with a description of these services, how you may use them, and whether there are any limitations or costs associated with your use of these services.

#### **Automated Teller Machine (ATM) & Debit Cards**

Generally our ATM and debit cards give you free access to your associated deposit accounts 24 hours a day, locally and worldwide. See the “Disclosure and Agreement for Electronic Fund Transfers and Card Services” portion of this Agreement for more information regarding these services.

#### **Preauthorized Electronic Transfers**

You may arrange for us to complete the following types of preauthorized transfers to or from your deposit accounts:

- Accept direct deposits from your employer, U.S. Treasury or other financial institutions to your checking or savings account.
- Pay certain bills from your checking or savings account.
- Make loan payments.

While convenient, you should also be aware that preauthorized transactions from a savings or money market account to a third party are among the types of transactions limited to no more than six (6) per statement period. These limitations are discussed in more detail in the “Transaction Limitations” section of this Agreement.

Please review that section of the Agreement carefully, and plan your bill payment instructions accordingly.

## Telephone Banking Service Transaction Types, Limits and Fees

You may access your deposit and loan accounts 24 hours a day, 7 days a week, by using a separate personal identification number (PIN) assigned to you and your account number in our automated telephone banking system. At the present time you may use the system to:

- Transfer funds between your deposit accounts.
- Obtain balance information on your deposit and loan accounts.
- Verify the last date and amount of any deposit.
- Determine if a particular check has cleared your account.
- Make loan payments.

The following limitations apply to the Telephone Banking service:

- *There are no limits on the number of inquiries you may make per day on your authorized accounts; there is a limit of twenty five (25) transfers per day made from checking account(s) to other Authorized Accounts.*
- *Your transfers from your Statement Savings and Money Market accounts are among the types of transactions limited to no more than six (6) per statement period. Please refer to the "Transaction Limitations" section of this Agreement and plan your telephone transfers accordingly.*
- *There is no limit on the amount of any transfer from the funds in your deposit accounts.*

We do not charge for Telephone Banking transactions. By accessing Telephone Banking and selecting your 4-digit PIN, you accept this service subject to these limitations and the terms of this Agreement.

## Termination of Telephone Banking Service

You agree that we may terminate this Agreement and your use of the Telephone Banking service if:

- You or any authorized user of your Telephone Banking PIN breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your Telephone Banking PIN;
- Either you or we close one or more of

the accounts accessed by your Telephone Banking PIN.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

## Online Banking Service

Online Banking is our Internet based online banking service. You can use a personal computer and Online Banking to perform certain transactions described below. If you use Online Banking, or permit another person to use Online Banking, you and they agree to the terms and conditions stated below, and you authorize us or appropriate third parties to process instructions initiated at your computer, and to debit and/or credit your account(s) and to transfer funds in accordance with those instructions. Online Banking allows you to perform the following functions:

- *Check balances and other account information on any of your deposit and loan accounts with us.*
- *Transfer funds to or from any of your deposit accounts with us or make payments on loans that you have with us.*
- *Request an advance from your Home Equity Line of Credit, with the sum advanced deposited into your checking or savings accounts with us.*
- *Issue stop payments.*
- *For Businesses Customers, issue wire transfers and originate ACH payments.*

Your ability to transfer funds between certain accounts is limited. For one, transfers made using Online Banking are counted against the permissible number of transfers for savings and money market accounts as discussed in the "Transaction Limitations" section of this Agreement.

We also reserve the right to limit the frequency and dollar amount of transactions from your accounts for security reasons. If you initiate an advance from your Home Equity Line of Credit through Online Banking, the amount that you may deposit into your accounts from such advance will be limited to the lesser of: (a) the credit available on your Home Equity Line of Credit or (b) the credit limit assigned to your Home Equity Line of Credit.

Funds transfer instructions received via online banking prior to 9:00 P.M (EST) Monday through Friday will be processed on the same day they are received.

Instructions received after 9:00 P.M. (EST) Monday through Friday, or on weekends or holidays, will be processed on the following business day.

## Bill Payment Service

Our Bill Payment service offers the following features:

- *Pay either recurring or one-time bills from your checking or NOW account.*
- *Scheduled bill payments will be processed at 8:00 A.M. and 3:00 P.M. EST on the scheduled business day, excluding holidays.*
- *Payment history on payees is retained for a minimum of ninety (90) days.*

To pay bills using the Bill Payment service, you must use your computer to authorize a payment from a checking or NOW account that you maintain with us. Your payment will be made either by transferring funds electronically to the payee, or by sending a paper draft payable to the payee. (A "payee" is the person or business you are paying.)

You agree that electronic payment transactions executed through an automated clearinghouse will be subject to the rules of the National Automated Clearing House Association (NACHA).

You also agree that we may debit your checking account to pay paper drafts, even though the drafts are not personally signed by you.

You may use the Bill Payment service to authorize automatic recurring payments in order to pay recurring bills. These payments must be for the same amount each month and they will be paid on the same calendar day of each month or on the following business day if the regular payment day falls on a weekend or holiday.

If there are insufficient funds in your checking account to make bill payments, your payment will not be sent on the scheduled date.

When using the Bill Payment service, it is your responsibility to authorize your payments in such a manner that your bills may be paid on time. You are responsible for any late payment or finance charges that may be imposed as a result of your failure to transmit payment instructions in

a timely manner. Scheduled payments are processed Monday—Friday at 8:00 A.M. and 3:00 P.M., excluding holidays. Any scheduled payments after 3:00 P.M. EST or on holidays will be sent on the following business day. After payment requests are transmitted, stop payment requests cannot be completed.

## **Security**

During your first use of Online Banking, you are required to select a password. You will need this password to gain access to Online Banking. You agree to keep this password confidential to prevent unauthorized access to your accounts and to prevent unauthorized use of Online Banking. You are responsible for all transactions initiated by any person to whom you give your Online Banking password.

If you forget your password, you must contact us to have a new temporary password issued to you.

You agree that your password is your signature authorization for any payments. Each time you enter your payment instructions and password, you are authorizing us to process your request. If you have a printer, you should print your authorization (the screen where you have “input your payment instructions”).

We believe we use reasonable security measures to protect your accounts from unauthorized access via Online Banking. Except as provided by applicable law relating to our liability for unauthorized electronic fund transfers, you assume all risks associated with unauthorized access to your accounts via Online Banking (including, for example, disclosure and use of your account information).

## **Limit of Our and Other Providers’ Responsibility**

We agree to make reasonable efforts to ensure full performance of Online Banking. We will be responsible for acting only on those instructions which are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages you send. We are not responsible for any errors or failures caused by any malfunction of your computer, and we are not responsible for any computer virus or related problems that may be associated with the use of Online Banking. We are not responsible for any losses or delays in transmission of instructions arising out of the use of any

Internet service provider providing connection to the Internet or caused by any browser software.

**WE ARE NOT RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF YOUR USE OF ONLINE BANKING. WE MAKE NO EXPRESS OR IMPLIED WARRANTIES CONCERNING ONLINE BANKING, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.**

## **Documentation of Transactions**

Online Banking will not provide receipts for transfers or bill payment except on statements or, if applicable, returned drafts.

## **Fees**

Online Banking is available free of charge to Personal Customers and is \$10.00 per month for Business Customers. For individuals, the monthly Bill Payment service and transactions are free. Business customers who conduct more than ten (10) transactions will be charged \$.40 per transaction. We will charge your account for these and other Online Banking fees on the date your monthly statement is prepared.

You authorize us to deduct all Online Banking fees and charges from your checking account each month. We may change or add fees for Online Banking and will provide a written notice thirty (30) days prior to implementing said changes. In addition to the charges noted here, the service charges and fees provided for elsewhere in this Agreement or in the other agreements and disclosures will continue to apply. Please see the other account fee section of this Agreement for details.

## **Ending Your Online Banking Service**

You may end your rights to use the Online Banking service by notifying us in writing. We reserve the right to terminate your Online Banking service for any reason and at any time without prior notice. If the account is a joint account, any owner of the account may ask us to end the Online Banking service. We are not responsible for notifying any remaining account holders of the termination.

If you terminate your Online Banking services, you authorize us to continue making transfers and bill payments you have previously authorized until such time as we have had a reasonable opportunity to act upon your closing notice. Once we have acted upon your closing notice, we will make no further transfers or payments from your account, including transfers or payments you have previously authorized. However, you must cancel any automatic recurring payments using Online Banking and/or bill payment prior to closing the account; otherwise we will continue to make such payments.

If we terminate your Online Banking service, we reserve the right to make no further transfers or payments from your account, including any transactions you have previously authorized. If either you or we end your rights to use Online Banking services, you will remain obligated to us for all of your Online Banking transactions; even if they occur or are completed after your Online Banking service has been terminated.

## **Personal Identification Numbers (PINs)**

The ATM PIN, POS PIN, Telephone Banking PIN, Online Banking PIN or Bill Payment PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on or kept with your ATM or debit card, or other devices you may use to access your account(s).

You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your ATM PIN, POS PIN, Telephone Banking PIN, Online Banking PIN or Bill Payment PIN available to anyone not authorized to sign on your accounts.

## **Notices**

All notices from us regarding any of your electronic banking products or services will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which these services are offered, or to discontinue any of these services, at any time. If required by applicable law, we will mail notice to you at least thirty (30) days before the effective date of any change. Use of these services

is subject to the terms of this Agreement and applicable law that governs and regulates your account, each as may be amended from time to time.

## Availability of Deposits

There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review the Funds Availability Policy portion of this Agreement to determine the availability of the funds, including the availability of deposits made at ATMs.

We reserve the right to refuse any transaction, including transactions you initiate electronically pursuant to one of the services described above, which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

## Problem Resolution

If any problem or dispute you have on your account has not been resolved to your satisfaction by your local branch or the Customer Assistance Center (207-236-8821 or 1-800-860-8821), contact our Compliance Officer at 1-800-860-8821. If we fail to resolve the problem, write a letter detailing the problem and the resolution you are seeking to:

**Office of the Comptroller of the Currency Consumer Assistance Group**  
1301 McKinney Street, Suite 3450  
Houston, TX 77010-9050

To file a complaint electronically, you may contact the Office of the Comptroller at the following Internet address:  
**<http://www.occ.treas.gov>** or e-mail at **[Customer.Assistance@occ.treas.gov](mailto:Customer.Assistance@occ.treas.gov)**

The Office of the Comptroller of the Currency will acknowledge receipt of your complaint promptly and will investigate your claim. You will be informed of the results of the investigation.

## ATM Safety and Debit Card Security Tips

As issuers of ATM and debit cards, we have provided for your information a list of safety precautions regarding the use of automated teller machines and some thoughts on how to protect the security of your ATM and debit cards. Please read these tips carefully.

### ATM Safety Tips:

- *Be aware of your surroundings, particularly at night.*
- *Consider having someone accompany you when the ATM is used after dark.*
- *It is appropriate to ask someone who is uncomfortably close to you to step back before you complete your transaction.*
- *Refrain from displaying your cash. Pocket it as soon as your transaction is completed. Count the cash later in the safety of your car or home.*
- *Consider using another ATM or coming back later if you notice anything suspicious. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, pocket your ATM card and leave.*
- *Go to the nearest public area where people are located if you are followed after making a transaction.*
- *Report all crimes to law enforcement officials immediately.*

### Debit Card Safety Tips:

- *Immediately sign the back of your card when you receive it.*
- *Treat your card like cash; keep it in a safe place.*
- *Thoroughly review and balance your account statements.*
- *When choosing a PIN, avoid obvious choices such as your date of birth or telephone number.*
- *When entering a PIN, position yourself to shield the keypad so that others cannot observe your numbers.*
- *When you no longer need your receipts or statements, don't simply discard them – shred them.*

*Also, to protect the security of your ATM and debit card:*

- *Ensure that PIN numbers are not stored near, or with an access device/card.*
- *Do not share PIN numbers with anyone.*

## Disclosure and Agreement for Electronic Fund Transfers and Card Services

Electronic fund transfers (“EFTs”) are electronically initiated transfers of money involving a deposit account at a financial institution, and include electronic deposits and withdrawals, and transactions involving ATM and Debit Cards (each referred to as a “Card”). Please read this Disclosure and Agreement carefully as it

sets forth the rights and responsibilities for both you and the Bank concerning these types of transactions. In this Agreement, the words “you” and “your” mean those who sign as applicants or any authorized user(s), including consumer and business customers, except where we expressly indicate otherwise. The words “we”, “us”, and “our” mean Camden National Bank.

### Business Days:

Our regular Business Days are Monday through Friday. Holidays are not included. For purposes of this disclosure, a “day” is a 24-hour period beginning at approximately 3:00 PM each calendar day.

### Types of Transactions: ATM Transactions with ATM and Debit Cards:

You may use your ATM or Debit Card and personal identification number (PIN) issued to you at our automated teller machines (ATMs), at ATMs within the networks identified on the back of your Card, and at such other facilities as we may designate from time to time. At present, you may use your Card for the following transactions on associated checking and statement savings accounts, hereinafter referred to as “authorized accounts”:

### Account Access:

At present, you may use your Card for the following transactions on associated accounts (some of these services may not be available at all ATMs):

- Deposit funds to your authorized accounts.
- Withdraw cash from your authorized accounts.
- Transfer funds between your authorized accounts.
- Obtain balance information on your authorized accounts.
- Make loan payments from your authorized accounts.

### Limitations on Frequency and Amount:

- For security reasons, there are limits on the frequency and amount of transfers you may make at ATMs.
- You may make an unlimited number of cash withdrawals from ATMs per day.
- You may withdraw up to \$510.00 (\$1,020.00 for Promise Premier customers) or the maximum amount available in your account (plus Progressive Pay, if applicable), whichever is less, per Business Day.

- From time to time, we may impose additional limits on the frequency or amount of electronic fund transfers that you may perform with your Card for security reasons.

### **Types of Transactions: Point-of-Sale Purchase Transactions with Debit Card**

You may use your Debit Card and PIN number issued to you to use funds in the associated checking or NOW account to pay for purchases from merchants who have agreed to accept the Debit Card at point-of-sale (POS) terminals within the networks identified on your Card and at such other terminals as we may designate from time to time. Some of these POS terminals will permit you to withdraw cash from your associated checking or NOW account in addition to the amount of the purchase transaction.

You can also use your Debit Card to use funds in the associated checking or NOW account pay for goods and services from any merchant that accepts VISA® debit cards. Some of these merchants will require your signature to complete the purchase transaction, while others (such as Internet or telephone purchase transactions) will not require your signature.

### **Limitations on Frequency and Amount:**

- You may use your Debit Card for purchases of goods and services up to \$5,000.00 or the maximum amount available in your account (plus Progressive Pay, if applicable), whichever is less, less any outstanding authorizations, inclusive of ATM withdrawals, per Business Day.
- You are allowed a maximum of twenty (20) POS transactions per Business Day from your regular checking or NOW account.
- From time to time, we may impose additional limits on the frequency or amount of electronic fund transfers that you may perform with your Card for security reasons.

### **Other Types of EFTs:**

- Direct Deposits - You can make arrangements for certain direct deposits to be accepted into your eligible account(s).
- Telephone Transfers - You can call us at 1-800-860-8821 to transfer funds between your eligible account(s).
- Pre-Authorized Transfers - You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed

by you. These transfers may use the Automated Clearing House (ACH) or other payment network(s).

Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of its policy. In all cases, the transaction will require you to provide the third party with your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties to initiate these electronic fund transfers.

Examples of these transfers include, but are not limited to: Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using the information from your check to: Pay for purchases or Pay Bills.

You may provide your check to a merchant or service provider who will scan the check for the encoded bank and account information. The merchant or service provider will then use this information to convert the transaction into an electronic fund transfer. This may occur at the point-of-purchase, or when you provide your check by other means such as by mail or drop-box.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

When we use the information from your check to make an electronic transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from us.

- Electronic return check charge - Some merchants or service providers will initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

### **Health Savings Accounts:**

If you will be using your Debit Card to access a Health Savings Account (HSA), portions of this Disclosure and Agreement governed by Regulation E will not apply. A HSA account as defined by the IRS is a trust account, and therefore is not covered under Regulation E; however, portions of this Disclosure and Agreement such as

consumer liability for unauthorized use, for example, do apply.

Funds to cover your Card purchases will be deducted from your authorized account. You may use your ATM or Debit Card and personal identification number (PIN) issued to you at our automated teller machines (ATMs), at ATMs within the networks identified on the back of your Card, and at such other facilities as we may designate from time to time. At the present time, you may also use your Card to:

- Withdraw funds from your checking accounts.
- Obtain balance information for your checking accounts.

The following limitations on the frequency and amount of EFTs involving a Health Savings Account may apply:

- You may withdraw up to a maximum of \$510.00 (\$1,020.00 for Promise Premier customers) or the maximum amount available in your account (plus Progressive Pay, if applicable), whichever is less, per Business Day from an ATM machine.
- You may purchase up to a maximum of \$5,000.00 or the maximum amount available in your account (plus Progressive Pay, if applicable), whichever is less, less any outstanding authorizations, inclusive of ATM withdrawals, from POS terminals per Business Day.
- For security purposes, there are other limits on the frequency and amount of transfers available at ATMs.
- You may transfer up to the available balance in your accounts at the time of the transfer.

### **Additional Limits on Transfers:**

- Money Market Accounts – You may make an unlimited number of withdrawals or transfers from your money market account so long as they are done in person at our branch location. However, federal regulations limit your ability to make transfers from these accounts to another of your accounts with the Bank or to third parties by preauthorized or automatic means, personal computer (including Online Banking or Bill Payment services) or telephone (including facsimile or data transmission) to six (6) per statement cycle period. If you exceed this transaction limitation on a regular basis, we may close your account or (in our sole discretion) convert your account and transfer the funds to a checking account that does not earn interest.

• Passbook Accounts – Only EFT deposits are available on passbook accounts. No other EFTs are permitted.

## **Fees and Charges:**

### Account types with Free Worldwide

ATM's\* We do not charge for Card transactions when using an ATM operated by Camden National Bank or any other bank or financial institution in the United States; however, when you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). If you conduct Card transactions at an ATM not owned by us or at a point-of-sale terminal located in the U.S., accept the disclosed fee and we'll refund the charge.

### Account types without Free Worldwide

ATM's\* - Camden National Bank does not charge a fee for using a non-Camden National Bank ATM in the United States, outside the United States, Puerto Rico, and the U.S. Virgin Islands per withdrawal or inquiry. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer).

### Account types with ATM Surcharge

Rebates\* We do not charge for Card transactions when using an ATM operated by Camden National Bank; however, when you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer). If you conduct Card transactions at an ATM not owned by us or at a point-of-sale terminal located in the U.S., accept the disclosed fee and we will refund the Surcharge the next business day, up to a maximum amount of \$10 per calendar month.

## **International ATM Usage Fees:**

If you have an account with Free Worldwide ATMs\* and you process an ATM transaction outside the United States, Puerto Rico or the U.S. Virgin Islands, we will refund ATM usage fees assessed, if you bring us your ATM receipt showing the fee within 90 calendar days of the transaction

If you have an account without Free Worldwide ATM's\* or ATM Surcharge Rebates\* and you process an ATM transaction outside the United States,

Puerto Rico or the U.S. Virgin Islands, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer).

For your convenience, Progressive Pay, if applicable, may be accessed. You will be charged an overdraft item charge as described in our Progressive Pay disclosure and as set forth in our current fee schedule for each POS/ATM transaction paid.

Please see the disclosure for further details and information, including whether or not Progressive Pay will be reflected in the balance provided for the various electronic fund transfer access points described herein.

\* To determine if your account qualifies for Free Worldwide ATM's or ATM Surcharge Rebates, please visit [www.camdennational.com](http://www.camdennational.com), stop by any Camden National Bank branch, or contact our Customer Assistance Center at 800-860-8821.

## **Foreign Currency Conversion Rate:**

When you use your Card at a merchant that settles in currency other than U.S. dollars, the charge is converted to the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is either:

- a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives; or
- the government-mandated rate in effect for the applicable central processing date.

The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

## **International Debit Card Transactions:**

If you have an account with Free Worldwide ATM's\* you will not be charged a transaction fee for transactions involving only U.S. dollars or involving multiple currencies with your Card in a country outside the United States of America, Puerto Rico or the U.S. Virgin Islands.

If you have any account without Free Worldwide ATM's\* or with ATM Surcharge Rebates\* you may be charged a transaction fee for transactions involving only U.S. dollars or involving multiple

currencies with your Card in a country outside the United States of America, Puerto Rico or the U.S. Virgin Islands

\* To determine if your account qualifies for Free Worldwide ATM's or ATM Surcharge Rebates, please visit [www.camdennational.com](http://www.camdennational.com), stop by any Camden National Bank branch, or contact our Customer Assistance Center at 800-860-8821.

We monitor your accounts 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 to use 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 foreign transactions may be delayed or declined.

## **Right to Documentation:**

- Periodic Statement - You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case, you will get a statement at least quarterly. You will get a quarterly statement from us on your savings account if this is the only account you maintain and the only possible electronic transfer to or from the account is a preauthorized deposit. If you have a passbook account, you may bring your passbook to us and we will record any electronic deposits that we made to your account since the last time you brought in your passbook.
- Terminal Receipt - You will receive a terminal receipt at the time you make any transactions at an ATM or purchase at a POS terminal, unless the amount of the transaction is \$25.00 or less.
- Pre-Authorized Credits - If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at 1-800-860-8821 to find out whether or not the deposit has been made.

## **Account Information Disclosure:**

We will disclose information to third parties about your account or the transfers you make:

- To complete transfers as necessary;
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders; or
- If you give us written permission.

## **Personal Identification Number (PIN):**

The PIN issued to you is for security purposes. The number is confidential and should not be disclosed to third parties or recorded on or kept with your Card. You are responsible for safekeeping your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your account(s).

## **Debit Card Holds:**

When you use your Card, the merchant usually contacts the Bank to obtain an authorization. When the approval is given, the balance in your checking account is reduced or "held" by the amount of the purchase. This is known as a pre-authorization hold. The bank does not post debit card transactions to your account until the merchant submits the transaction to us for payment. The timing can vary for debit card transactions from the very same day to several days later. The merchant determines the amount of the hold. We establish the length of time the hold remains in place. In rare circumstances, such as using your debit card online to buy an item that is back-ordered the merchant could submit the transaction several weeks later. Typically, a hold will stay on your account until the funds are transferred to the merchant from your account at the Bank (3-4 days on average). Since transactions performed with your PIN are processed on the same day; they do not require a hold.

## **Notices:**

All notices from us will be effective when we have mailed them or delivered them to your last known address in our records. Notices from you will be effective when received by us at the address specified herein. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least thirty (30) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

## **Other Provisions:**

There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy to determine the availability of funds

deposited at ATMs. We reserve the right to refuse any transaction, which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

## **Termination of ATM and POS Services:**

You agree that we may terminate this Disclosure and Agreement and your use of a Card if:

- You or any authorized user of your Card or PIN breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your Card; or
- We notify you or any other party to your account that we have cancelled or will cancel this Disclosure and Agreement. You or any other party to your account can terminate this Disclosure and Agreement by notifying us in writing.

Termination of service will be effective the first Business Day following receipt of your written notice. Termination will not affect the rights and responsibilities of the parties under this Disclosure and Agreement for transactions initiated before termination. This Disclosure and 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 your account(s) or our systems.

## **PROVISIONS APPLICABLE TO CONSUMERS ONLY**

### **Preauthorized Electronic Fund Transfers:**

**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 these payments. Here's how: Call us at 1-800-860-8821, or write to us at 245 Commercial Street, Rockport, ME 04856 in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) calendar days after you call. (We will charge you a fee for each stop-payment order you give us, as set forth in our current fee schedule.)

**Notice of Varying Amounts** - If these regular payments vary in amount, the person you are going to pay is required to tell you ten (10) calendar 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.

**Liability for Failure to Stop Payment of Preauthorized Transfers** -If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Liability of Consumers for Unauthorized Use:** Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an electronic transfer has been made without your permission using information from your check. Telephoning us is the best way to keep your possible losses down. You could lose all of the money in your account (plus Progressive Pay, if applicable).

If you tell us within two (2) Business Days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50.00 if someone uses your Card or PIN to access your account without your permission (\$0.00 with respect to Debit Card transactions). If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Card or PIN, and we can prove that we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.00 (\$0.00 with respect to Debit Card transactions).

Also, if your statement shows any transfer or withdrawal that you did not make, including those made by Card, code or other means, tell us at once. If you do not tell us within sixty (60) calendar days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) calendar 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 will extend the time periods.

### **Additional Limit on Liability for Debit Cards:**

Under Visa U.S.A.'s "Zero Liability Policy," you may not be liable for the unauthorized use of your Card or associated account that results in a fraudulent transaction made over the Visa network. To be eligible, you must notify us immediately of any unauthorized use of your Card or associated account. We will

provisionally credit you for losses from the unauthorized use within five (5) Business Days of your notification to us of your loss. The Visa Zero Liability Policy does not apply to transactions made at an ATM or to any transactions made using your PIN that are not processed by Visa. We may impose greater liability, or withhold, delay, limit or rescind any provisional credit that we provide to you under the Zero Liability Policy, based on factors such as your gross negligence or fraud, your delay in reporting unauthorized use, our investigation and verification of your claim, your account standing and history and other factors. If you are not eligible for the Visa Zero Liability Policy or it otherwise does not apply, you may be liable for unauthorized use of your Card or associated account, in accordance with the paragraph above entitled "Liability of Consumers for Unauthorized Use."

You won't be liable for any unauthorized use of the Card or associated account that occurs after you notify us of the loss, theft, or possible unauthorized use of your Card or associated account. We may require you to provide certain information in writing to help us find out what happened. You also must identify for us any charges on your statement that were not made by you or someone authorized by you, and from which you received no benefit.

**Contact in the Event of Unauthorized Use:** If you believe you're Card or PIN has been lost or stolen, or that unauthorized use of your Card or account(s) has otherwise occurred, please call:

**800-860-8821 or write:  
Attn: Electronic Banking Department  
245 Commercial Street  
Rockport, ME 04586**

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

**Our Liability for Failure to Make Transfers:**

If we do not 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, you do not have enough money in your account to make the transfer.

- If the transfer would go over the credit limit of Progressive Pay.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM 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 transaction, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

**IN CASE OF ERROR OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS:**

Telephone us at 1-800-860-8821 or write us at 245 Commercial Street, Rockport, ME 04856 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) calendar days after we sent you the FIRST statement on which the problem or error appeared.

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will tell you the results of our investigation within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. The time period is extended to ninety (90) calendar days in place of 45 calendar days if a notice of error involves an electronic fund transfer that:

- Was not initiated within the United States (i.e. international transactions),
- Resulted from a point-of-sale Card transaction, or
- Occurred within thirty (30) calendar days after the first deposit to the account was made.

If we decide to do this, we will provisionally credit your account within ten (10) Business Days, and twenty (20) Business Days if the transfer relates to a new account, for the amount you think is in error so that you will have the use of the

money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

If we decide that there was no error, we will send you a written explanation of our findings within three (3) Business Days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

**PROVISIONS APPLICABLE TO BUSINESS / COMMERCIAL CUSTOMERS ONLY**

**Your Liability; Representations:**

You authorize us without further inquiry to credit or charge your account(s) for all deposits, withdrawals, purchases or transfers, if applicable, initiated through use of any of your Cards, and you agree that you shall be liable for all Card transactions initiated with a correct PIN or a signature that reasonably resembles the signature of the cardholder appearing on the Card. You also authorize us to charge your account(s) for the amount of any check or other instrument for which cash or credit is given in any Card transaction if that item is dishonored, charged back or otherwise returned to us unpaid. Each time a Card is used for a POS or cash advance transaction, the amount of the transfer is considered a withdrawal from your account, even if the transaction is not posted immediately to your account. You represent and warrant that (i) this Disclosure and Agreement has been authorized by all necessary corporate and governmental action and does not violate your charter or bylaws (or corresponding documents if you are not a corporation), (ii) the individuals designated by you from time to time to select cardholders and related account(s) of yours have been properly authorized, and (iii) the individuals designated as cardholders by you are properly authorized to use all of the services and engage in all of the types of transactions which are available for the type or types of Cards requested by your authorized representative.

**Unauthorized Transactions, Errors and Questions:**

Call us at 1-800-860-8821 or write us at 245 Commercial Street, Rockport, ME 04856, as soon as you can (i) for errors involving your Card transactions, or (ii) if you believe any of your Cards or PINs has

been lost or stolen, or (iii) if you think your statement or receipt is wrong, or (iv) if you need more information about a transaction reported on a statement or receipt. We must hear from you no later than 60 calendar days after we have sent the first paper or online monthly statement on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within 10 Business Days.

We are going to need to know the following:

- Your name and account number;
- A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need additional information; and
- The dollar amount of the suspected error.

We will tell you the results of our investigation within a reasonable time after we hear from you and we will correct any error. If you are claiming that a Card transaction was unauthorized, you agree to cooperate with us in our investigation and give us a copy of any police report and an affidavit covering all reasonably related facts and circumstances. Under VISA U.S.A.'s "Zero Liability Policy," you may not be liable for the unauthorized use of your Card or associated account that results in a fraudulent transaction made over the VISA network.

To be eligible, you must notify us immediately of any unauthorized use of your Card or associated account. We will provisionally credit you for losses from the unauthorized use within five (5) Business Days of your notification to us of the loss. The Visa Zero Liability Policy does not apply to transactions made at an ATM or to any transactions made using your PIN that are not processed by Visa.

We may impose greater liability, or withhold, delay, limit or rescind any provisional credit that we provide to you under the Zero Liability Policy, based on factors such as your gross negligence or fraud, your delay in reporting unauthorized use, our investigation and verification of your claim, your account standing and history and other factors.

#### **Bank Liability:**

Our liability to you or any user of a Card for any loss or damage arising from or related to any Card transaction, regardless of the form of the action, shall be limited to direct losses caused by our gross negligence or willful misconduct. In no event will we be liable for indirect, special,

punitive or consequential damages, or for any damages caused by any failure or delay in carrying out any of our obligations under this Disclosure and Agreement if such failure or delay results from our acting in accordance with applicable laws, regulations or rules or from acts of God, strike or stoppage of labor, power failure, equipment failure, adverse weather conditions or any other cause beyond our control. We shall have no responsibility and shall incur no liability for any act or failure to act by any merchant, other financial institution or any other third party.

#### **Indemnification:**

With respect to all claims of third parties, you agree to reimburse and indemnify us and hold us harmless against any and all damages, losses, liabilities and claims of any kind or nature, including attorneys' fees and court costs, arising out of or in connection with, the performance by us of our duties and obligations under this Disclosure and Agreement, as well as all costs and expenses, of defending against any claim or liability arising out of or relating to the Disclosure and Agreement; provided however, that the foregoing shall not apply when we have engaged in gross negligence or willful misconduct.

#### **Enforcement:**

In the event either party brings a legal action to enforce this Disclosure and Agreement or collect any amount(s) owing as a result of any account transaction, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party, including fees on any appeal, subject to limits under applicable law.

#### **Unlawful Internet Gambling Enforcement Act Notification:**

Pursuant to Federal Regulation GG, the bank is required to provide notification to all business clients, helping to ensure compliance to the Unlawful Internet Gambling Enforcement Act. This is a general notification to all Camden National Bank business account holders. As part of the regulation, restricted transactions are prohibited from being processed through any Camden National Bank account or relationship. A restricted transaction includes, but is not limited to, any transaction or transmittal involving any credit, funds, instrument, or proceeds that any person engaged in the business of betting or wagering knowingly accepts, in connection with the participation of

another person in unlawful Internet gambling. It includes credit or the proceeds or extension of credit (including credit extended by use of a credit card); electronic funds transfers or funds transmitted by or through a money transmitting business; or a check, draft or similar instrument that is drawn on or payable at or through any financial institution.

By definition, unlawful internet gambling means to place, receive, or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the Internet where such bet or wager is unlawful under any applicable Federal or State law in which the bet or wager is initiated, received or otherwise made.

## **FUNDS AVAILABILITY POLICY**

### **Your Ability to Withdraw Funds**

The purpose of this policy is to describe the availability of deposits to your transaction accounts. Our policy is to delay the availability of funds that you deposit in your account except for those that require same day availability – see below. Until funds are available under this policy, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

### **Business Days**

Our business days are Monday through Friday. Holidays are not included.

### **Determining the Availability of a Deposit**

The length of the delay is counted in business days from the day of your deposit. If you make a deposit in one of our branches before 2:00 P.M. (unless a different time is posted at that branch) on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after such time or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

### **Deposits Made at Our Automated Teller Machines**

If you make a deposit at one of our ATMs on any business day after the cut-off time of 2:00 P.M.\* we will consider the deposit made on the next business day. The first \$200.00 of a deposit made at an ATM will become immediately available; normal availability for the type of deposit (as outlined below) will apply to the remaining balance of the deposit.

\*The cut-off time for deposits (cash or checks) is 6:00 P.M., if you use one of our SMART ATMs.

Please visit [CamdenNational.com](http://CamdenNational.com) for a list of SMART ATM locations.

## Same Day Availability

Funds from the following deposits are available for the payment of checks and for cash withdrawal on the same business day we receive the deposit:

- Electronic direct deposit payments, such as Social Security benefits and automatic payroll deposits
- Funds from wire transfers
- Cash deposits made to a Camden National Bank teller

## Next-Day Availability

Funds from the following deposits are available for cash withdrawal and for the payment of checks on the first business day after the day we receive your deposit.

- *Checks drawn on Camden National Bank*
- *Local checks drawn on a bank other than Camden National Bank*
- *U.S. Treasury checks that are payable to you*
- *Travelers Checks*
- *Federal Reserve Bank checks, Federal Home Loan Bank checks, and Postal money orders, if these items are payable to you*
- *State of Maine or local government checks that are payable to you*
- *Cashier's, certified and teller's checks that are payable to you*

If you deposit any of the items listed above other than checks drawn on Camden National Bank or U.S. Treasury checks that are payable to you and not made in person to one of the Bank's tellers (for example, if the deposit is made through the mail or at a night depository), then funds from these deposits will be available on the second business day after the day of deposit.

## Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available at the time shown above. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit.

However, the first \$200.00 of your deposit will be available on the first business day after the day of your deposit. If we are not going to make all funds from your deposit available at the time shown above, we will notify you at the time you make your deposit.

We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice within one business day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds would be available.

## Exception Delay

In addition, we may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- *You deposit checks totaling more than \$5,000.00 on any one day.*
- *You deposit a check that has been returned unpaid.*
- *You have overdrawn your account repeatedly in the last six (6) months.*
- *We believe a check you deposit will not be paid.*
- *There is an emergency condition beyond the control of the Bank, such as failure of communications or computer equipment.*

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

## Holds on Other Funds

We may either cash, or accept for deposit, a check drawn on another bank and give you immediate availability to those funds. If we do so, we may delay your availability to withdraw a corresponding amount of funds on deposit in any account that you have with us. Held funds will be available according to our check hold policy as stated above in this policy.

## Special Rules for New Accounts

If you are a new customer, the following special rules may apply during the first thirty (30) days your account is open. Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers and the first \$5,000.00 of a days' total deposits of cashiers, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000.00 will be available on the ninth business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

## SUBSTITUTE CHECKS AND YOUR RIGHTS

As our customer, we think it's important for you to know about substitute checks. Beginning on October 28, 2004, the federal regulation, Check 21—The Check Clearing Act for the 21st Century—changed the way you look at checks. The following Substitute Check Disclosure provides information about substitute checks and your rights. These rights do not apply to Business Customers.

### What is a Substitute Check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

## What are My Rights Regarding Substitute Checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount for the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within ten (10) business days after we receive your claim, and the remainder of your refund (plus interest if your account earns interest) not later than forty-five (45) calendar days after we receive your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

## How Do I Make a Claim For a Refund?

If you believe that you have suffered a loss relating to a substitute check received and posted to your account, please contact us at:

**Camden National Bank**  
**245 Commercial Street**  
**Rockport, ME 04856**  
**1-800-860-8821**  
**info@camdennational.com**

You must contact us within forty (40) calendar days of the date we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include –

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount you lost;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, the date of the check, and the name of the person to whom you wrote the check.

## OTHER ACCOUNT FEES

In addition to any applicable service charges, the following fees apply.

Telephone Banking Transfers	Free	Legal Processing Fee (Levies, Garnishments or other court orders)	\$100.00
ACH Fees (Business)	0-150 items - \$.15 per item 151 or more - \$.12 per item	Money Order (up to \$1,000.00)	\$4.00
ACH Returned Item (Business)	\$3.00 per item	Online Banking - Consumer	Free
Account Reconciliation/ Research	\$30.00 per hour (\$10 min)	Online Banking - Stop Payment	\$16.00 per item
Annual CD-ROM Statement	\$25.00 each	Online Banking Wire Outgoing – Domestic (Business)	\$15.00
ATM or Check Card Replacement	\$5.00	Online Banking Wire Outgoing – International (Business)	\$25.00
ATM Transactions	Free	Night Drop Locking Bag	\$15.00 per bag
Bill Payment Block	\$15.00	Notary Public – Non-Customer	\$5.00
Bill Payment Service (Business)	\$0.40 per transaction	Overdraft Item Charge/Returned Item Fee	\$34.00 per item
Bill Payment Service (Consumer)	Free	Paper Statement and CD-ROM	\$10.00 per month for both
Business CD-ROMs Statements	\$5.00 per month	Passbook Replacement	\$5.00
Business Online Banking	\$10.00 per month	Photocopy	\$0.25 each
Cashier's Check/Official Check	\$7.00 per item	Purchase of Checks	Prices will vary depending upon style and design
Check Cashing (Non Customer)	\$5.00 per item	Returned Deposited Item	\$10.00 per item
Check Image Copies (each, if over 5 per statement cycle)	\$1.00 per page	Safe Deposit Box Drilling	At cost + \$20.00
Checking or Savings Acct Closing Within 6 Months	\$25.00	Safe Deposit Box Key Replacement	\$15.00
Coin & Currency Wrapping	\$0.10 per roll	Safe Deposit Box Rental	Varies depending on size
Collection items (domestic)	\$10.00 + other banks charges, per item	Special Handling of Non- Bank Ordered Checks	\$10.00 per occurrence
Collection items (foreign)	\$10.00 + other banks charges, per item	Stop Payment	\$34.00 per item
Copy of Bank Document(s)	\$1.00 per page	Telephone Transfer (Non-Automated)	\$5.00
Coupon Processing	\$10.00 per envelope	Transfer from Another Deposit Account to cover Overdrafts (automated)	\$10.00 per transaction
Dormant Checking (after 12 consecutive months of inactivity)	\$2.00 per month	Wire Transfer – Incoming	\$10.00
Dormant Money Market (after 12 consecutive months of inactivity)	\$2.00 per month	Wire Transfers Incoming Non-Customer (\$2,500 limit)	\$40.00
Dormant Savings (after 12 consecutive months of inactivity)	\$2.00 per month	Wire Transfer – Outgoing Domestic	\$20.00
Drawing on Uncollected Funds	\$34.00 per day	Wire Transfers - Outgoing International	\$50.00
Fax	\$3.00, plus \$1.00 per page after first page	Wire Transfer – Outgoing Non Customer	\$25.00
Foreign Check or Currency Order (buy or collect)	\$10.00 + shipping Foreign Currency Order \$10.00 + shipping	Visa® Gift Card	\$3.95 per card
IRA Rollover or Transfer from CNB	\$25.00		



Customer Assistance Center **800-860-8821**  
Telephone Banking **800-887-7874**