



Mobile Banking Services Terms and Conditions

Addendum to Kennebunk Savings Bank Internet Banking Agreement

Mobile Banking is a personal financial information management service that allows you to access your Kennebunk Savings account information, make payments that have been previously set up for your bill payments through our online banking service and make such other banking transactions as are described on our web site (www.kennebunksavings.com) using compatible mobile phones and other compatible wireless devices (including phones, "Wireless Devices").

We reserve the right to modify the scope of the Mobile Banking service at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may be limited over some mobile networks, such as while roaming. The most up-to-date list of services is posted on our web site.

You accept responsibility to understand how to use Mobile Banking before you actually do so, and then that you always use Mobile Banking in accordance with the online instructions posted on our web site. You also must properly use your Wireless Device and the Mobile Banking software. We may change or upgrade Mobile Banking from time to time. In the event of such changes or upgrades, you are responsible to learn how to use Mobile Banking as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Wireless Device.

Kennebunk Savings Text Banking Services

Kennebunk Savings offers our customers mobile access to their account information (e.g., for checking balances and last transactions) over text messaging, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Message frequency depends on account settings. **Message & data rates may apply.**

Terms & Conditions: By participating in the Kennebunk Savings Text Banking program, you are agreeing to the terms and conditions presented here.

Questions: You can contact us at customercare@kennebunksavings.com or by phone at 1-800.339.6573, or at any time, from your mobile phone, send a text message with the word **HELP** to this number: 98553. We can answer any questions you have about mobile banking.

To Stop the Program: To stop the messages coming to your phone, just send a text that says **STOP** to this number: 98553. You'll receive a one-time opt-out confirmation text message. And after that, you will not receive any further messages.



The Kennebunk Savings Text Banking program is available on the following wireless carriers: AT&T, Sprint, Nextel, Boost, Verizon Wireless, T-Mobile®, U.S. Cellular®, Cincinnati Bell, Cellular South, Centennial and Ntelos.

Privacy Policy: The Kennebunk Savings privacy policy is available for viewing at this location <http://www.kennebunksavings.com/community/privacy-security-policy.aspx>.

Relationship to Other Agreements: When you use Text Banking, you remain subject to the terms and conditions of all your existing agreements with us. You will continue to be subject to the terms and conditions of your existing agreements with any other service providers, including your mobile service carrier or provider, and this Addendum does not amend or supersede any of those agreements.

We assume no responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network you use to access Text Banking. You agree to exercise caution when utilizing Text Banking on your Wireless Device and to use good judgment when obtaining or transmitting information.

We may suspend or terminate your access to Mobile Banking at any time without notice and for any reason, including your non-use of Mobile Banking.

Kennebunk Savings Mobile Web and Mobile App Banking Services

When you use Mobile Banking, you remain subject to the terms and conditions of all your existing agreements with us. You will continue to be subject to the terms and conditions of your existing agreements with any other service providers, including your mobile service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, etc.), and this Addendum does not amend or supersede any of those agreements. Those agreements may provide for fees, limitations and restrictions that might affect your use of Mobile Banking (for example, your carrier or provider may impose data or text message charges for your use of Mobile Banking), and you are solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. So, you agree to resolve any problems with your carrier or provider directly with them without involving us. If you have problems with Mobile Banking, you should contact us directly.

You agree that we and our service providers may send you, by short message service, e-mail, and other methods, communications relating to Mobile Banking (with an opportunity to opt-out), including without limitation welcome messages, information and requests for information relating to use of Mobile Banking. You agree to use Mobile Banking carefully, to keep your password confidential and secure and not share it with others, to check your statements and transactions regularly, to report any errors to us promptly by calling us at 1-800.339.6573, and



to cancel immediately your participation in Mobile Banking if you observe any material errors in the Mobile Banking services.

Location Based Information. If you use any location-based feature of Mobile Banking you agree that your geographic location and other personal information may be accessed and disclosed through Mobile Banking. If you wish to revoke access to such information you must cease using location-based features of Mobile Banking.

Proprietary Rights. You are permitted to use content delivered to you through Mobile Banking only on Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any software or other mobile phone applications associated with Mobile Banking.

User Conduct. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us, or cause us to lose any services from our service providers; (f) be defamatory, trade libelous, unlawfully threatening or harassing; (g) reasonably be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) gain unauthorized entry or access to the computer systems or data of others.

No Commercial Use or Re-Sale. You agree that the Mobile Banking Services are for personal use only. You agree not to resell or make commercial use of Mobile Banking.

Indemnification. You agree to indemnify, defend, and hold us harmless from and against any and all claims, liability, damages, expenses and costs (including reasonable attorneys' fees) caused by or arising from your use of Mobile Banking, your violation of this Addendum, your violation of applicable federal, state or local law, or your infringement (or infringement by any other user of your account) of any intellectual property or other right of anyone.

CHARGES FOR THE MOBILE WEB AND MOBILE APP BANKING SERVICE.

Although Kennebunk Savings is not currently charging for this service, you agree to pay for Mobile Banking in accordance with our fee schedule as amended from time to time. You authorize us to automatically charge your account for all such fees incurred in connection with Mobile Banking. If we add to or enhance the features of Mobile Banking, by using such added



or enhanced features you agree to pay for them in accordance with the fee schedule. Your telephone carrier's standard messaging and data fees may apply.

ADDITIONAL PROVISIONS.

Mobile Banking Services Limitations.

Technical or other difficulties related to Mobile Banking may occur that result in loss of data, personal settings or interruptions. Neither we nor any of our service providers assumes responsibility for any disclosure of account information to third parties, the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking.

We assume no responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network you use to access Mobile Banking.

You agree to exercise caution when utilizing the Mobile Banking application on your Wireless Device and to use good judgment when obtaining or transmitting information.

Activity Information is synchronized between the Mobile Banking service and our web site. Transfer and payment information available via the Mobile Banking service may differ from the information that is available directly through our website. Information available on our website may not be available via Mobile Banking, may be described differently, or may be more current than the Mobile Banking information, including balance information. We are not responsible for such differences. Additionally, you agree that we will not be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

Changes or Cancellation.

You may cancel your participation in Mobile Banking by calling us at 1-800.339.6573. We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason, including your non-use of Mobile Banking. You agree that we will not be liable to you or any third party for any modification or discontinuance of Mobile Banking.

Use of Data

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

Third Party Beneficiaries.

You agree that our service providers may rely upon your agreements and representations in this Addendum, with the power to enforce its provisions against you.



Your Rights and Liabilities; Limitations and Warranty Disclaimers

See the Notice of Your Rights and Liabilities and Limitation of Liability sections of the Internet Banking Agreement for important information about your rights and liabilities, including your obligation to promptly notify us of the loss or unauthorized use of your Wireless Device or password.

If any provision of this Addendum is declared invalid by a court or other tribunal of competent jurisdiction then, the remainder of that provision and all remaining provisions of this Addendum shall be valid and enforceable to the fullest extent permitted by law.

QUESTIONS

We can answer any questions you have about Mobile Banking Services. Contact Customer Care at 1-800.339.6573, send us an email at customercare@kennebunksavings.com or from your mobile phone, send a text message with the word "HELP" to this number: 98553.