

Kennebunk Savings Bank Customer Internet Banking Agreement

This Agreement governs your use of Kennebunk Savings Bank's Kenn-e-banking Internet Banking service ("Kenn-e-banking"), which allows you to check balances, transfer funds and review account activity at Kennebunk Savings Bank (www.kennebunksavings.com). By using Kenn-e-banking, you agree to these Terms and Conditions and any changes in the terms and conditions. Unless you agree with these Terms and Conditions, you may not use Kenn-e-banking. By using Kenn-e-banking, you consent to the electronic transmission of personal financial information. Your consent will be deemed effective as long as you use Kenn-e-banking. Please read this Agreement carefully and retain a copy for your records.

As used in this Agreement, "**Accounts**" means the deposit and loan accounts to which you have access through Kenn-e-banking. "**You**" and "**your**" refer to the person(s) or entity subscribing to or authorized to use Kenn-e-banking; "**we**," "**us**," and "**our**" refer to Kennebunk Savings Bank.

1. **Kenn-e-banking Access.** You may use any personal computer ("PC") or other access device equipped with qualified browser software that provides Internet access to the World Wide Web. We will make available instructions on how to use Kenn-e-banking. When you use Kenn-e-banking, you are using both your own web browser software and software that is operated on our computers. You must follow the procedures described in the instructions in using Kenn-e-banking.

The end user license agreement ("License Agreement") for Kenn-e-banking is as follows:

- **LICENSE GRANT.** We grant to you a non-transferable, non-exclusive, and non-sub licensable license to use Kenn-e-banking for its intended purpose, including accessing and using our financial services for your personal use or internal business purposes. You may not modify, translate, or reverse engineer the software related to Kenn-e-banking, copy any portion of the software related to Kenn-e-banking, send a copy of any portion of the software related to Kenn-e-banking to any third party, or use the software related to Kenn-e-banking in violation of the laws of any jurisdiction. You may not delete or remove copyright notices or other legal notices from the software related to Kenn-e-banking.
- **TERM.** This license will remain in effect until terminated. It will automatically terminate when you cease to be a subscriber to Kenn-e-banking, or if you fail to comply with any term or condition of this License Agreement.
- **WARRANTY DISCLAIMER.** Kenn-e-banking is provided "as is" without warranty of any kind. You are responsible for obtaining, installing, maintaining and operating all computer hardware and software necessary for performing Kenn-e-banking. We will not be responsible for any errors or failures from the malfunction or failure of your hardware or software. The entire risk as to results and performance of Kenn-e-banking is assumed by you. Under no circumstances will we have any liability to you for failing to provide you access to your Accounts through use of Kenn-e-banking. We will use our best efforts to provide you with accurate and up to date information through Kenn-e-banking, but we make no warranties or representations as to the accuracy of the information. You agree that all access and use of Kenn-e-banking is at your own risk.
- **We do not make any representations or warranty of any kind regarding use of the software related to Kenn-e-banking, either express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose.**
- **LIMITATION OF LIABILITY.**
By using Kenn-e-banking you acknowledge that under no circumstances and under no legal theory, tort, contract, or otherwise, shall we be liable to you or any other person for any direct, indirect, special, punitive, incidental, or consequential damages of any character, including, without limitation, damages for loss of goodwill, loss of use, data, or profits, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses. In no event will we be liable for any damages (even if we have been advised of the possibility of such damages) including liability associated with any viruses which may infect your computer equipment.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- Is not in accordance with any term or condition applicable to Kenn-e-banking or your Accounts;
- We have reason to believe may not be authorized by you or any third person whose authorization we believe

is necessary or involves funds subject to a hold, dispute, restriction or legal process we believe prevents withdrawal;

-Would violate any applicable provision, rule, or regulation of any federal or state regulatory authority;

-Is not in accordance with any other requirement or our applicable policies, procedures or practices; or

-We have reasonable cause not to honor for our or your protection.

- **TITLE.** Ownership and intellectual property rights in the software related to Kenn-e-banking are retained by the supplier. The software related to Kenn-e-banking is protected by copyright and other intellectual property laws and international treaties. Title and related rights in the content accessed through the software related to Kenn-e-banking is the property of the applicable content owner and is protected by applicable law.
 - **MISCELLANEOUS.** You agree to comply with all the laws and regulations governing use of the software related to Kenn-e-banking in the United States and Canada, and any jurisdiction therein, including, but not limited to, those affecting export and the protection of intellectual property. This License Agreement represents the complete agreement concerning the license granted hereunder. If any provision of the License Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License Agreement shall be governed by and construed in accordance with the laws of the State of Maine. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
 - **SECURITY.** Kenn-e-banking utilizes security procedures established by Kennebunk Savings Bank from time to time, including log-on and password protection. Your use of Kenn-e-banking constitutes your agreement that the security procedures are reasonable. You are responsible for maintaining control of your user identification and password information. Disclosing that information to others constitutes authorization of any transactions they may make on your accounts. In the event that you wish to change your password, see Section 2, below.
2. **Your User ID and Password.** Your User ID is your Kennebunk Savings Bank account number, either checking or savings. You may change your User ID to any combination of at least six (6) letters or numbers after you initially obtain access to Kenn-e-banking. If you do not change your User ID during the initial access, you will need to contact the Customer Care Center at 1-800-339-6573 (locally at 985-4903) during business hours if you later decide to change your User ID.

Your Kenn-e-banking Password will contain no less than six (6) and no more than twelve (12) characters, which are comprised of numbers and letters. At least two (2) characters must be numbers. Be sure to enter uppercase and lowercase letters carefully as Passwords are sensitive to case (for example, Vincent will not be accepted in place of vincent and you will not gain access to Kenn-e-banking). You may initially access Kenn-e-banking using your Bank-by-Phone Personal Identification Number (PIN). If you do not have a Bank-by-Phone PIN, please speak to a banking office representative or telephone our Call Center at 1-800-339-6573 (locally at 985-4903) during business hours. You can change your Password at any time. You must change your Password the first time you obtain access to Kenn-e-banking and periodically thereafter. Your access to Kenn-e-banking will be blocked in the event your Password is entered incorrectly on five (5) consecutive access attempts. If this occurs or if you forget your current password, please telephone Kennebunk Savings Bank toll-free during regular business hours at 1-800-339-6573 (locally at 985-4903).

Because your Password can be used to access money in any of your Accounts and to access information about any of your Accounts, you should treat your Password with the same degree of care and secrecy that you use to protect other sensitive personal financial data. You authorize us to follow any instructions entered through Kenn-e-banking using your Password and agree that such use will have the same effect as your signature authorizing the transaction. If there is more than one owner of an Account, you agree that each owner is authorized to access all of the funds held in that Account.

You agree not to give your Password, or make it available, to any other person. If you do so, you are authorizing that person to make transactions on your Account. Kennebunk Savings Bank will not be liable for and will not reimburse you for any losses that may occur as a result of this authorized use of your Password.

3. **Funds Transfers.** You may make payments through Kenn-e-banking to Kennebunk Savings Bank. You also can use Kenn-e-banking to make funds transfers between different eligible Kennebunk

Savings Bank Accounts. An eligible Kennebunk Savings Bank Account is one linked to Kenn-e-banking that does not have withdrawal restrictions (for example, certificates of deposit), or require direct Bank update (for example, passbook account deposits and withdrawals). You cannot transfer funds from your Kennebunk Savings Bank home equity, mortgage, and loan accounts.

Limits on Transfers. There are limits imposed by law on the number of transactions you can make from certain accounts. By law, you can make no more than six (6) pre-authorized withdrawals or automatic transfers (including telephone, savings, overdraft protection, or data transmission) from your regular savings or money market savings account during each statement period.

4. **Our Liability for Failure to Complete Transfers.** We will process and complete all transfers if properly, completely and correctly initiated through Kenn-e-banking in accordance with this Agreement. If we do not complete a transfer to or from any of your Accounts on time or in the correct amount under this Agreement, we will be liable for your actual losses and damages only to the extent such losses directly result from our gross negligence or intentional misconduct in performing Kenn-e-banking. We will not be liable under any circumstances if:
 - Through no fault of ours, you do not have enough available funds in your designated Account to make the transfer.
 - The transfer would go over the credit limit on your overdraft line, if applicable.
 - Kenn-e-banking or your PC or modem or other access device was not working properly and you should have known about the malfunction when you started the transfer.
 - Circumstances beyond our control (such as telecommunications outages or interruptions, accidents, fire, flood, or other circumstances beyond our control) prevent the proper completion of the transaction despite reasonable precautions by us to avoid these circumstances.
 - Under no circumstances will we have any liability to you for failing to provide you access to your Accounts through Kenn-e-banking.
 - **Web CheckFree® Service.** Kenn-e-banking Web CheckFree Service ("CheckFree") allows you to schedule bill payments through the Internet. Please access CheckFree through the link on the Kennebunk Savings Bank home page. You will find an enrollment form and additional terms and conditions ("Terms and Conditions") which govern CheckFree. In addition to the CheckFree Terms and Conditions, the following also apply to your use of CheckFree:

We may terminate your use of CheckFree at any time without prior written notice, for any reason such as inactivity. CheckFree will be terminated automatically if your Accounts are closed.

5. **Balance Inquiries.** You may use Kenn-e-banking to check the balances and recent activity of selected Kennebunk Savings Bank Accounts. In order to initiate an inquiry, you must first use your Password to connect to Kenn-e-banking. The balance shown may include deposits still subject to verification by us. The balance shown may also differ from your records because it may not include deposits or withdrawals in process, outstanding checks, or other withdrawals, payments, charges or ATM activity.
6. **Statements.** All of your transfers made through Kenn-e-banking will appear on your monthly Account statement(s) and such documentation shall constitute prima facie proof that such transfers were made.
7. **Electronic Mail.** Kenn-e-banking provides you with the ability to send and receive electronic mail (e-mail) to and from Kennebunk Savings Bank. If you use e-mail to communicate confidential information, you assume the risk that internet e-mail may not be secure. You may prefer to telephone or write. Please remember that e-mail sent by you may not be immediately received by Kennebunk Savings Bank. No action will be made on any e-mail you send to us until we actually receive your message. Kennebunk Savings Bank does not accept stop payment requests by e-mail. If you need to contact us immediately, please call toll free at 1-800-339-6573 (locally at 985-4903) during business hours.
8. **Fees.** There is not a fee for using Kenn-e-banking. There is a \$6.00 per month fee for using the CheckFree Service. Fees may change from time to time. Fees will be reflected on your monthly statements. There may also be fees associated with your deposit and loan accounts or other services you obtain from us in connection with your Accounts and you may incur telephone charges and fees from your Internet Service Provider to access Kenn-e-banking. By using Kenn-e-banking you agree to accept the fees incurred.
9. **Equipment.** We are not responsible for any loss, damage or injury resulting from (a) an interruption in your electrical power, cable or telephone service; (b) the disconnecting of your telephone service by your local telephone company or from deficiencies in your line quality; or (c) any defect or malfunction

of your PC, modem, Web access device, or telephone service. We are not responsible for any banking, bill payment or other products or services other than those specified in this Agreement. We also are not responsible for any damage to your PC, software, modems, Web access device, telephone, or other property resulting from your use of Kenn-e-banking, including without limitation any damage resulting from a computer virus.

10. **Business Days/Hours of Operation.** Kennebunk Savings Bank business days are Monday through Friday, except bank holidays. Kenn-e-banking is available 24 hours a day, seven days a week, except during maintenance periods or periods during which Kenn-e-banking otherwise is not operable for reasons beyond our control.

Please note that you may contact Kennebunk Savings Bank by telephone during business hours by calling us toll-free at 1-800-339-6573 (locally at 985-4903). Bank- by-Phone is available 24 hours a day, seven days a week, except during maintenance periods or periods during which the telephone banking service otherwise is not operable, by calling 1-888-572-7466.

11. **Notice of Your Rights and Liabilities.** (a) Tell us AT ONCE if you believe that your Password has been lost, stolen, or used without your permission. Otherwise, you could lose all the money in your Accounts (plus your maximum overdraft line of credit). Telephoning is the best and fastest way of keeping your possible losses down. If you believe your Password has been lost, stolen, or used without your permission to transfer funds or schedule a transaction from any of your Accounts: Call Kennebunk Savings Bank toll-free at 1-800-339-6573 (locally at 985-4903).

Or write to us at:

Kennebunk Savings Bank
Deposit Services
P.O. Box 28
Kennebunk, ME 04043

(b) If you tell us within two (2) business days after you discover that your Password has been lost, stolen, or used without your permission, you can lose no more than \$50.00. If you do not tell us within two (2) business days after you learn of the loss, theft, or unauthorized use of your Password and we can prove we could have stopped someone from using your Password without your permission if you had told us, you could lose as much as \$500.00.

Also, if your statement shows transfers or payments that you did not make or authorize, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) prevented you from telling us, we may extend the time periods. **Errors and Questions.** (a) In case of errors or questions about your electronic transfers or payments, you should: Call Kennebunk Savings Bank toll-free at 1-800-339-6573 (locally at 985-4903).

Or write to us at:

Kennebunk Savings Bank
Deposit Services
P.O. Box 28
Kennebunk, ME 04043

Contact us as soon as you can if you think that your statement is wrong. We must hear from you no later than sixty (60) days after you received the FIRST statement in which the problem or error appeared. Be sure to:

- 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.

(b) 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) days to investigate your complaint or question. If we decide to do this, we will provisionally re-credit your Account within ten (10) business days 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 the error involves an electronic funds transfer to or from your account within 30 days after the first deposit was made into the account, we will have 20 business days in which to determine whether an error occurred and 20 business days before we will provisionally re-credit your account. If we ask you to put your complaint or question in writing and do not receive it within ten (10) business days, we

may not re-credit your account.

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

12. **Disclosure of Account Information to Third Parties.** Kennebunk Savings Bank maintains procedures designed to protect confidential information about you. Please see our Privacy Statement posted on the Website for more information. By using Kenn-e-banking you agree to accept the terms of our Privacy Statement.
13. **Authorization to Obtain Information.** You agree that we may from time to time obtain and review your credit report from an authorized credit bureau.
14. **Termination.** You may terminate your use of Kenn-e-banking at any time by calling us toll-free at 1-800-339-6573 (locally at 985-4903), by writing to Kennebunk Savings Bank at the address printed on your statement, or by sending e-mail to us using Kenn-e-banking. You must notify us at least ten (10) calendar days prior to the date on which you wish to have your Service terminated. We may require that your request be in writing, including e-mail.

We may terminate your use of Kenn-e-banking at any time without prior written notice, in whole or in part, for any reason, such as inactivity. Your access to Kenn-e-banking will be terminated automatically if your Accounts are closed, or access to your Accounts is restricted for any reason. Termination will not affect your liability or obligations under this Agreement for transactions we have processed on your behalf.

15. **Limitation of Liability. Except as otherwise provided in this Agreement or by law, we are not responsible for any loss, injury, or damage, whether direct, indirect, special, or consequential, caused by Kenn-e-banking or the use thereof, including any loss, injury, or damage arising in any way out of the installation, use or maintenance of the Software, or from Internet access. Except to the extent that we are liable under the terms of this Agreement, you agree to indemnify and hold us, our trustees, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with use of Kenn-e-banking. This indemnification is provided without regard to whether our claim for indemnification is due to the use of Kenn-e-banking by you or your authorized representative.**
16. **Entire Agreement.** This Agreement, the Privacy Statement, and the CheckFree Terms and Conditions, if applicable constitutes the complete and exclusive agreement between you and us related to Kenn-e-banking and supplements any other agreement or disclosure related to your Accounts. In the event of a conflict between this Agreement and any other agreement or disclosure related to any of your Accounts or any statement by our employees or agents, as to matters related to Kenn-e-banking, this Agreement shall control. Without limiting the generality of the preceding two sentences, in the event of a conflict between the Agreement or Schedule and any agreement between you and us relating to Kenn-e-banking, the Agreement shall control.
17. **Waivers.** No delay or omission by us in exercising any rights or remedies thereunder shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise therefore or the exercise of any other right or remedy. No waiver shall be valid unless in writing signed by us.
18. **Assignment.** You may not assign your rights and responsibilities under the Agreement and Schedule to any other party. We may assign our rights and responsibilities under the Agreement and Schedule or delegate any or all of such rights and responsibilities to any third parties.
19. **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the United States and of the State of Maine.
20. **Amendments.** We may amend or change the Agreement at any time upon at least thirty (30) days' notice to you prior to the effective date of any amendment or change. We will notify you of any such change or amendment electronically by posting such notice on our Kennebunk Savings Bank Internet Banking Logon Page. If you do not agree to the change or amendment, you must notify us prior to the effective date of the change or amendment and cancel your access to Kenn-e-banking.

Business Customers. You represent to us that Kenn-e-banking will be used to effect transactions exclusively for business purposes and not for personal, household or family use, that you are duly organized, validly existing, in good standing and authorized to enter into this Agreement, and that the individuals who are given access to Kenn-e-banking are authorized to conduct all transactions on your accounts at Kennebunk Savings Bank. Kennebunk Savings Bank's liability to business customers for any loss, damage and expense related to Kenn-e-banking shall not exceed one month's average billing with respect to Kenn-e-banking. Sections 12(b)

and 13(b) do not apply if you are a business customer. In addition, Kennebunk Savings Bank may limit overdrafts or credit advances, or condition them upon the receipt of financial information or collateral, based upon its credit policies and the terms of its credit relationship with the business customer.

If you are a business customer and you have reason to believe that your Password or any other security code or software has been lost or stolen or that an unauthorized person has used or may attempt to use Kenn-e-banking without permission, you must notify us within twenty-four (24) hours. If you do not notify us within twenty-four (24) hours and we can prove that you could have avoided unauthorized access, you will be liable for the full amount of unauthorized payments. You agree to promptly review your bank statements and to report any alleged errors or unauthorized transactions within fourteen (14) calendar days.

You agree that the security procedures we have established for the use of Kenn-e-banking are commercially reasonable.

Unless otherwise provided in this agreement, you may not stop payment of electronic fund transfers. Therefore, you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.

Privacy Policy

Kennebunk Savings recognizes and respects the privacy expectations of our customers and makes the safekeeping of customer information a priority. We maintain physical, electronic, and procedural safeguards that comply with Federal standards to guard your nonpublic personal information, and we have adopted the following principles to ensure the safekeeping of information entrusted to us.

Information Management: Kennebunk Savings limits the use, collection, and retention of customer information to what it believes necessary or useful to conduct business, provide quality service, and offer products, services, and other opportunities that may be of interest to our customers.

Information collection and retention

We collect and retain nonpublic personal information about you from information we receive from you online or written applications or other forms; from information through your transactions with us, our affiliates or others; and from information we receive from a consumer reporting agency during a normal business transaction.

Information from young children

We do not knowingly market to or solicit information online from children under 13 without parental consent. We recognize that protecting children's identities and privacy online is important and that the responsibility to do so rests with both the online industry and with parents.

Disclosure of Customer Information

Kennebunk Savings does not disclose any nonpublic personal information about customers' or former customers' accounts or other personally identified data to unaffiliated third parties for their independent use, unless the information is provided: (1) To assist us in marketing and providing products and services to our customers in the normal course of our business; (2) At the request or with the permission of the customer; or (3) When the disclosure is permitted by law or required by law enforcement or regulatory agencies.

We may report information about your accounts to consumer reporting agencies. Late payments or other defaults on your accounts may be reflected in your credit report. If you have questions about information reported by Kennebunk Savings, please contact the consumer reporting agency or Kennebunk Savings, in writing, at the following address: Loan Servicing, Kennebunk Savings, PO Box 28, Kennebunk, ME 04043.

We may also disclose certain limited information to an affiliate based on your relationship and transactions with us. This information may include your name, address and facts about your transactions, like account history and deposit account activity. We will not disclose any other customer information to an affiliate that we may have from other sources, for example information we receive from a consumer reporting agency. Federal law gives you the right to limit some but not all direct marketing from our affiliates. It also requires us to notify you about your choice to limit certain direct marketing offers from affiliates.

To limit affiliate marketing offers from such shared information, simply contact us:

On the web: Fill out the "Opt Out" form at www.kennebunksavings.com/optout

By telephone: Call Customer Care at 1-800-339-6573

In person: Visit any Kennebunk Savings office

Once we receive your opt-out request, it will be processed with 30 days of receipt. Your choice to limit marketing offers from our affiliate will apply until you tell us to change your choice.

This opt out will apply to all accounts you hold individually and to all accounts you hold jointly with other persons. Your opt out will not apply, however, to any accounts your joint account holders hold individually or jointly with persons other than you.

If Kennebunk Savings provides identifiable customer information to a third party with which we have a business relationship, we insist that the third party adhere to strict privacy guidelines that provide for keeping any such information confidential.

Maintenance of Accurate Customer Information: Kennebunk Savings has established procedures to maintain the accuracy of customer information and to keep such information current and complete. These procedures include promptly responding to requests to correct inaccurate information.

Limiting Employee Access to Information: Kennebunk Savings restricts employee access to nonpublic personal information about you to those with a business reason for knowing such information. Employees are educated on the importance of maintaining the confidentiality of customer information and our privacy policy. Because of the importance of this issue, all Kennebunk Savings employees are responsible for maintaining the confidentiality of customer information and employees who violate this privacy policy are subject to disciplinary measures including termination.

Website Policies: Kennebunk Savings automatically collects and stores the following information about you when you visit our website:

- The date and time the request was received.
- Your Internet Protocol (IP) address, or the proxy address of your Internet Service Provider.
- The name and IP address of Kennebunk Savings server that received and logged the request.
- The resource on a Kennebunk Savings server accessed as a result of the request, such as the web page, image, and so on.
- The name and version of your Web browser (e.g. Internet Explorer 8.0).
- The content of any sent or received cookie.
- Our home page includes a small program to collect information on the screen resolution setting of your PC (e.g. 800 x 600, 1280 x 1024, etc.). This information will be used to adjust our design standards so the pages we produce will be as readable as possible on your computer display.

Some parts of Kennebunk Savings website may use a "cookie," which is a file placed on your computer hard drive that allows our web server to log the pages you use in Kennebunk Savings site and to determine if you have visited the site before. The cookie captures no personally identifying information. Kennebunk Savings' server uses this information to provide certain features during your visit to the website. You can set your browser to warn you when placement of a cookie is requested, and decide whether or not to accept it. By rejecting a cookie some of the features available on the site may not function properly.

Other than the automatic data collection described above, this site collects no personally identifying information. **The sole exception is when you knowingly and voluntarily provide information**, such as when you fill in your name and address on a request form. You may decide to send Kennebunk Savings information, including personally identifying information. The information you supply - whether through a secure Web form, a standard Web form, or by sending an electronic mail message - is maintained by Kennebunk Savings for the purpose of processing your request or inquiry.

Kennebunk Savings uses the information we collect for internal system administrative purposes to measure the volume of requests for specific website pages, and to continually improve the Site to be responsive to the needs of users. Your choice to use the Site or to send email to us will be considered your consent for Kennebunk Savings to use the information collected as stated.

When you choose to send e-mail to Kennebunk Savings you are consenting to Kennebunk Savings using the information provided therein, including personally identifying information, in accordance with this notice, unless you expressly state in the e-mail your objection to any use(s).

Internet Banking Privacy: Kennebunk Savings understands how important it is to protect privacy of our on-line customers. Our goal is to protect your personal information on the Internet in the same way that we protect all other ways we interact with you – in banking offices, at ATMs and over the phone. Kennebunk Savings will have access to your information when you apply for or use any of our on-line products or services. The information is retained on our system in order to provide services requested.

Customer Inquiries: Kennebunk Savings values your relationship. We want you to understand how we use the information you provide and our commitment to ensure your personal privacy. If you have any questions about our privacy policy or the privacy of your information, you should call Customer Care at 800-339-6573.

This privacy policy applies to individuals. This policy is for general guidance and does not modify or amend

any agreements we have with our customers.

Customer Identification Program

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

When you open an account, we will ask for your name, address, date of birth, tax identification number – either Social Security Number (SSN) or Employer Identification Number (EIN), and other information that will allow us to identify you. We may ask to see your driver's license or other identifying documents.

For the purpose of this regulation an "account" includes every formal banking relationship that entails ongoing services or transactions. Some examples of "accounts" are checking or savings accounts, loans, or safe deposit box rentals.

If you request to open an account or become a signer on an account and we have not previously verified your identity under these new regulatory requirements, we will request "documentary verification" of your identity. "Documentary Verification" forms include a driver's license, passport, or green card. Other non-documentary methods may be used if they verify your identity and meet federal regulations.

Kennebunk Savings may retain an image of the documents it relied upon to verify your identity.

Rev 08/09