



**Skowhegan
Savings**

Integrity. Trust. Community.

Agreements & Contracts:

**Bank to Bank Transfers User Agreement
July 2012**

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APPROVAL HISTORY

YEAR	VERSION	APPROVAL NEEDED	APPROVAL DATE
2012	1.0	<ul style="list-style-type: none">IT Steering & Information Security CommitteeBoard of Directors	

REVISION & CHANGE HISTORY

VERSION	DATE	AMENDED BY	CHANGE HISTORY
1.0	June 2012	Fred Haberberger, CIO	<ul style="list-style-type: none">Initial drafting of the agreement.

This Bank to Bank Transfers Agreement states the terms and conditions that you agree to by using our Bank to Bank Transfers product. This agreement supplements the Skowhegan Savings Deposit Account Agreement and Disclosures, Online Banking Agreement and any other agreement between you and Skowhegan Savings. Bank to Bank Transfers may also be referred to as FI (Financial Institution) Transfers.

Please read this entire Agreement prior to using Skowhegan Savings Bank to Bank Transfer product. By using Bank to Bank Transfers, you acknowledge your receipt and understanding of this disclosure and agree to all terms and conditions of this agreement.

SCOPE

Within Online Banking you may separately enroll for Bank to Bank Transfers. Bank to Bank Transfers allows you to transfer funds between your linked personal deposit accounts at Skowhegan Savings and certain deposit accounts at other financial institutions. An inbound transfer moves funds into an account at Skowhegan Savings. An outbound transfer moves funds from an account at Skowhegan Savings to an account outside of Skowhegan Savings. You will need to enroll each of your non-Skowhegan Savings accounts that you wish to use for this Service. You agree that you will only attempt to enroll accounts for which you have the authority to transfer funds. All accounts requested to be used as part of this Service will be verified in accordance with Skowhegan Savings' procedures. The verification process must be completed by you prior to using the Service. You will have 10 days after enrolling an account to complete the verification process. Verification instructions are displayed to you during the enrollment process.

Funds requested to be transferred will be debited/credited to your Skowhegan Savings account on the designated transfer date. Current day transfers must be submitted prior to the daily cutoff time of 2:30 PM EST. Transfer dates occurring on weekends, holidays or after daily cutoff will be processed on the next business day. Inbound transfer credits will be held for three (3) business days to allow for money movement from your external bank account. Funds requested to be transferred will be debited/credited to the non-Skowhegan Savings account according to the receiving Financial Institution's availability and transaction processing schedule.

Request for immediate transfers of funds cannot be cancelled. Future dated and recurring transfers can be canceled by midnight the day prior to the scheduled transfer date. If the transfer status is In Process, Pending, or Processed, you cannot cancel the transfer.

FEES & LIMITS

There are no enrollment fees for this service, however per transfer fees will be assessed to your Skowhegan Savings account on the date of each processed transfer: \$2 for each inbound transfer and \$5 for each outbound transfer. Fees are subject to change. Up to three (3) non-Skowhegan Savings accounts may be enrolled for this service and transfers are subject to the following limits, unless otherwise agreed upon by you and Skowhegan Savings:

1. Three (3) inbound transfers per day not to exceed a total of \$2,500.
2. Three (3) outbound transfers per day not to exceed a total of \$1,000.

The above limits apply to the total of all Bank to Bank Transfers of a specific type for all accounts enrolled. We may change your dollar limits, transfer limits or suspend/delete enrolled accounts at any time. Outbound transfer amounts exceeding the available balance of the designated Skowhegan Savings' from account will be rejected at the time of entry. Inbound transfers exceeding the available balance of the external bank account will be subject to that financial institution's non-sufficient funds policy and fees. For any ACH debit transaction returned unpaid from the external financial institution, your Skowhegan Savings' account will be assessed a returned ACH fee of \$10 and the requested Bank to Bank Transfer will be canceled.

Unless specifically listed in this agreement, Bank to Bank Transfers is subject to the definitions and terms of the Skowhegan Savings Online Banking Agreement accepted by you when enrolling for Online Banking or any amendments thereto. A current copy of the Online Banking Agreement can be viewed by selecting Info above.

Per government regulation transfers from a Savings or Money Market account to another account or third party by preauthorized, automatic, telephone request or online banking are limited to six per statement period with no more than three transfers by check, draft, or ACH. If you exceed the transfer limitations set forth in any statement period, your account may be subject to closure by the financial institution and may be subject to an excessive usage fee based on our current fee schedule for every outgoing transfer above the stated limit.

CONSENT

You hereby authorize Skowhegan Savings, to debit and credit entries to your eligible Skowhegan Savings account(s) when you instruct us to electronically transfer funds to or from your eligible Skowhegan Savings account(s) and other eligible account(s) held by you at another financial institution(s) in the United States. You agree to comply with any applicable state or federal law in connection with your use of Bank to Bank Transfers and the fulfillment of its obligations under this Agreement. You further acknowledge that the Automated Clearing House (“ACH”) system may not be used in violation of, and that entries originated by you must comply with, the laws of the United States including sanctions and laws administered by the Office of Foreign Asset Controls (OFAC).

HOURS OF ACCESSIBILITY

In general, Bank to Bank Transfers is accessible 24-hours per day, seven days a week; however, Skowhegan Savings does not guarantee that Bank to Bank Transfers will be available at all times. Although the Service may be accessible on non-business days, Bank to Bank Transfers will only be processed on business days. You agree that Skowhegan Savings shall not be held liable if you are unable to gain access to the Skowhegan Savings Online Banking or Bank to Bank Transfers products from time to time. You understand that some or all of the Bank to Bank Transfers product and/or other Skowhegan Savings system services may not be available at certain times due to maintenance and/or computer, communication, electrical or network failure or any other causes beyond Skowhegan Savings’ control.

YOUR RIGHT TO WITHDRAW CONSENT

We reserve the right to terminate the Bank to Bank Transfers product, in whole or in part, at any time with or without cause and without prior written notice. In that event, or in the event that you give us a termination notice, we may (but are not obligated to) immediately discontinue making previously authorized transfers, including recurring transfers and other transfers that were previously authorized but not yet processed. We also reserve the right to temporarily suspend the Services in situations deemed appropriate by us, in our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. We may consider repeated incorrect attempts to enter your Online Banking ID as an indication of an attempted security breach. Termination of Bank to Bank Transfers does not affect your obligations under this Agreement with respect to occurrences before termination.

DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

Skowhegan Savings makes no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Bank to Bank Transfers product to you under the Agreement. Skowhegan Savings does not and cannot warrant that the Bank to Bank Transfers product will operate without error, or that the Bank to Bank

Transfers will be available at all times. Except as specifically provided in this Agreement, or otherwise required by Law, you agree that the bank's officers, directors, employees, agents or contractors are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under the Agreement or by reason of your use of Bank to Bank Transfers, including, but not limited to, loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty or any other legal theory.

Skowhegan Savings makes no warranty that:

- The service will be uninterrupted, timely, or error-free.
- The service will meet your requirements.
- The quality of any products, services, information or other material purchased or obtained by you through the product will meet your expectations.

Skowhegan Savings shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from:

- The use or the inability to use the product.
- The cost of procurement of substitute goods and services resulting from any goods, data information or services purchased from the product.
- Unauthorized access to your transmission.
- Unauthorized alteration of your data.
- Statements or conduct of the third party service provider.
- Any other matter relating to the service.

Governing Law. This Agreement is governed by the federal laws of the United States and the laws of the State of Maine, unless otherwise required by federal or state law, without regard for choice of law provisions. Any issue with regard to an account which you access using Bank to Bank Transfers will be governed by the laws specified in the Customer Agreement governing that account.

For information or help on electronic transactions please call: 800.303.9511

In case of errors or questions about your electronic transfers. Telephone us at the number listed above or write us at: ACH Department, P.O. Box 250, Skowhegan, ME 04976-0250, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we 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 there 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 10 business days. We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved 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 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each owner already has an established account with us before the account is opened.

We will tell you the results within three business days after completing our investigation if we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. Preauthorized credits: If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the number listed above to find out whether or not the deposit has been made.