## SACO & BIDDEFORD SAVINGS INSTITUTION TEXT MESSAGE (SMS) SERVICE TERMS OF USE

PLEASE READ THESE TERMS CAREFULLY. BY ELECTING TO UTLIZE THE TEXT MESSAGES (SMS) SERVICE ON YOUR MOBILE DEVICE RELATED TO YOUR USE OF THE ONLINE BANKING AND/OR MOBILE BANKING SERVICES, YOU AGREE TO THE TERMS AND CONDITIONS SET FORTH BELOW. BY USING THE TEXT MESSAGE (SMS) SERVICE, YOU ACKOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Saco & Biddeford Savings Institution ("us," "our" or "we") offers its Text Message (SMS) Service (the "Service") to business and consumer customers ("you" or "your") that are enrolled in the applicable Online Banking Service and have accepted the Personal Online Banking Services Agreement & Disclosure or the Business Services Master Agreement, as applicable (the "Agreement"). The following terms and conditions supplement the terms and conditions of certain agreements between us and you, including, as applicable: (1) Personal Online Banking Service Agreement & Disclosure; (2) Personal Mobile Banking Terms & Conditions; (3) Business Services Master Agreement; and (4) Business Mobile Banking Services Terms & Conditions. Capitalized terms used herein without definition shall be defined as provided in the applicable agreement(s) listed above.

- 1. The Service allows you to send text (SMS) messages ("Messages") to and receive Messages from us.
- 2. Message rates established by the provider of your wireless telecommunication services ("Carrier") apply to your entry or submission of any Message and our confirmation and all subsequent Messages. We do not charge for any Messages; however, downloadable content within a Message may incur additional charges from your Carrier. Please contact your Carrier for information about your messaging plan. Your Carrier may impose message or charge limitations on your account that are outside of our control. All such charges are billed by and payable to your Carrier.
- 3. By subscribing, you consent to receiving up to ninety (90) Messages per day. The types of Messages you receive will be based on selections you make. You can unsubscribe from the Service and stop receiving Messages at any time from all services by sending **STOP** to 20736.
- 4. You represent that you are the owner or authorized user of the Mobile Device you use to subscribe to the service, and that you are authorized to approve any applicable charges.
- 5. We will not be liable for any delays or failures in your receipt of any Messages as delivery is subject to effective transmission from your network operator and processing by your Mobile Device. The Service is provided on an AS IS, AS AVAILABLE basis.
- 6. Data obtained from you in connection with the Service may include the phone number associated with your Mobile Device, your Carrier's name, and the date, time and content of your Messages and other information that you may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop and improve the service. Your Carrier and other service providers may also collect data from your SMS usage, and their practices are governed by their own policies. We will only use the information you provide to the service to transmit your text message or as otherwise described in this document. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property. When

- you complete forms online or otherwise provide us information in connection with the service, you agree to provide accurate, complete, and true information.
- 7. The Service, as well as the content and materials received through the Service, are proprietary to us and our licensors, and are for your personal, non-commercial use only. You shall not damage, impair, interfere with or disrupt the Service or its functionality.
- 8. The Service is available only in the United States.
- 9. We reserve the right to amend charges and/or these terms and conditions from time to time. We may suspend or terminate the Service to you if we believe you are in breach of our terms and conditions. Your Service is also subject to termination in the event your mobile/wireless service terminates or lapses. We may discontinue the Service at any time.
- 10. If you have any questions, e-mail us at sbsionline@sbsavings.com or call us at 207-284-4591 or 877-722-6243. You can also text the word **HELP** to 20736 to get additional information about the Service. We do not charge for help or informational messages; however, your normal Carrier rates apply.