



**e-STATEMENT SERVICE
AGREEMENT, AUTHORIZATION AND DISCLOSURE**

1. THE SERVICE.

By enrolling in e-Statements, you accept the terms of this e-Statement Service Agreement, Authorization and Disclosure ("Agreement"). Accordingly, you, other owners, or authorized representatives ("you", "your" or "Owners") of the accounts designated by you ("Designated Accounts") will be provided with electronic access to periodic statements in PDF format for Designated Accounts ("Electronic Records") from BAR HARBOR BANK & TRUST (the "Bank"), as described in this Agreement ("e-Statement Service"). The e-Statement Service allows you to view an electronic version of up to three (3) months of your bank account statements. This Service permits the flexibility of viewing, saving and printing account statements from your computer.

2. ENROLLMENT.

Before the Bank will enroll you in the e-Statement Service and provide you with access to the Electronic Records, you must confirm your consent to receive Electronic Records in a manner which reasonably demonstrates that you have the necessary hardware and software to access the Electronic Records. If you do not confirm your acceptance to these terms in the manner described in this Agreement you will not be enrolled in the e-Statement Service, this Agreement will terminate, and you will continue to receive paper account statements through the U.S. mail.

3. USING THIS SERVICE WILL STOP DELIVERY OF PAPER RECORDS; COMBINED STATEMENTS.

When you enroll in the e-Statement Service, you are agreeing to use the e-Statement Service to receive and electronically access selected Electronic Records for Designated Accounts. The Bank will no longer deliver the information contained in your selected Electronic Records in paper form.

You agree to provide the Bank with a valid active e-mail address where you wish to receive any notice we may provide, in our sole and exclusive discretion, that your e-Statements are available for viewing. You understand that any notification e-mails that may be sent from the Bank will not contain your e-Statements, but will simply advise you that the statement has been posted to your OnLine Direct account. You will need to log-in to your OnLine Direct account on the Bank's secure website to access your e-Statements.

If the Designated Account is part of a combined statement, all accounts included in the Designated Account statement will be considered a Designated Account in connection with the e-Statement service. If you or any other party on your Designated Accounts previously combined, or hereafter combine, statements for multiple accounts in which you, individually or jointly with another person(s), are an Owner, those accounts will be considered Designated Accounts in connection with the e-Statement Service.

Accounts that are not Designated Accounts will continue to receive paper statements and will not receive Electronic Records. Any account that is separated from a Designated Account by you or any other owner will no longer be a Designated Account for purposes of the e-Statement Service.

4. JOINT ACCOUNTS; AUTHORIZED SIGNERS.

You are making this election on behalf of all Owners of the Designated Accounts. Use of the e-Statement Service shall constitute acceptance by all Owners of such Designated Accounts of the terms of this Agreement. Any other Owner or authorized signer on a Designated Account may view the e-statement for that account and those accounts combined with the Designated Account. However, for another Owner or authorized signer on a Designated Account to access and view e-Statements, s/he must separately be enrolled to access the Designated Account in OnLine Direct.

For a Designated Account owned by more than one individual, if the Bank receives conflicting notices or requests from any one or more of you, we may honor or refuse to honor any or all of the conflicting notices or requests, at our option. We can do this without giving any notice to the person(s) whose notice or request is not honored. The Bank will not be liable for taking or refusing to take any action with regard to any conflicting notices or requests.

5. YOU MAY STOP THE e-STATEMENT SERVICE AT ANY TIME.

Your election to receive e-Statements is voluntary and may be withdrawn at any time. You or any Designated Account Owner may withdraw consent for the e-Statement Service ("Withdrawal") for one or more Designated Accounts at any time by visiting any Bank branch or by calling the Bank at 1-888-853-7100. Subject to the Bank's confirmation of your request, such withdrawal of consent will become effective no later than fifteen (15) days after receipt by the Bank. If any one Owner withdraws from the e-statement service for a Designated Account, Electronic Records will be terminated for that Designated Account for all Owners.

6. TERMINATION OF e-STATEMENT SERVICE.

Delivery of Electronic Records via the e-Statement Service will continue until: (i) Withdrawal, (ii) termination of the e-Statement Service, (iii) termination of your Designated Account with the Bank ("Termination"); or (iv) terminating your OnLine Direct service.. The Bank may terminate the e-Statement Service for any or all Designated Accounts at any time. Upon such Termination, delivery of paper copies of Electronic Records will resume within a reasonable time. Termination of the e-Statement Service does not affect the validity or legal effect of any Electronic Record delivered to you or any Owners through the e-Statement Service.

7. YOU MAY RECEIVE A PAPER COPY OF A TRANSACTION RECORD AT ANY TIME.

The Bank will send you a paper copy of any Electronic Record previously delivered through the e-Statement Service at your request. The Bank's standard fee then in effect and charged for paper delivery of account statements will apply. Paper copies of Electronic Records can be requested by visiting any Bank branch or by calling the Bank at 1-888-853-7100. A request for a paper copy does not cause a Termination of the e-Statement Service. A paper copy of an Electronic Record can be obtained until the Bank is no longer required to maintain a copy of the Electronic Record as a record for the Designated Account under applicable law or regulation.

8. APPROPRIATE COMPUTER EQUIPMENT AND SOFTWARE ARE REQUIRED.

To use the e-Statement Service, you must have access to and maintain (at your own expense) a computer with the ability to open and view PDF files using Adobe Acrobat Reader[®]. At a minimum, your hardware and software must meet the following requirements: a computer with Windows XP or Mac OS 10.3, or higher, Internet services using any browser compatible with the Bank's OnLine Direct service, and Adobe Acrobat Reader[®] version 6.0.1 or higher.

If the form of Electronic Records changes so as to require different hardware, additional software, upgrades, plug-ins or additional security features in the hardware or software system used by you ("System or Hardware Enhancement"), we will notify you, and you may either terminate the e-Statement Service or upgrade your hardware or software system to conform to the required System or Hardware Enhancement. If the Bank determines that the need for a System or Hardware Enhancement creates a material risk that you may not be able to access or retain a subsequent Electronic Record, the Bank will notify you and allow you to either: (i) withdraw your consent to the e-Statement Service, or (ii) re-confirm your consent to receive Electronic Records in a manner which reasonably demonstrates that you have upgraded your hardware or software system to conform to the required System or Hardware Enhancement. If you choose to withdraw your consent, or you fail to re-confirm your consent, the Bank will terminate the e-Statement Service.

9. E-MAIL REQUIREMENTS.

You agree to maintain a valid active e-mail address. You must promptly notify the Bank of any changes in your e-mail address by updating the e-mail information contained in your OnLine Direct profile. You must also promptly notify the Bank of any change in your postal address by contacting the Bank at 1-888-853-7100 or at any of the Bank's branches. YOU UNDERSTAND THAT THE BANK IS NOT LIABLE FOR ANY CHARGES, FEES, LIABILITIES OR OTHER LOSSES THAT YOU MAY SUSTAIN OR INCUR AS A RESULT OF e-STATEMENT NOTIFICATIONS WE SEND TO ANY INVALID OR INACTIVE E-MAIL ADDRESS OR POSTAL ADDRESS THAT YOU HAVE PROVIDED TO THE BANK.

10. FEES FOR e-STATEMENT SERVICE.

We do not charge a fee for the e-Statement Service. Fees for other services, including any request by you to receive a paper copy of your statement, will apply as described in the Bank's Fee Schedule.

11. YOU MAY INCUR OTHER COSTS FOR USING THE SERVICE.

You understand that by receiving Electronic Records through the e-Statement Service, you may incur additional costs such as paper and printing costs, and hardware or software upgrades if necessary. You agree that you will pay all such costs and expenses in connection with your use of the e-Statement Service.

12. YOU MUST REVIEW ALL TRANSACTION RECORDS.

It is each Owner's sole responsibility to access and review promptly his or her own Electronic Records for his or her own Designated Account and other accounts hereafter added to a combined statement and this e-Statement Service. All terms in the Electronic Records for the Designated Accounts are binding on each Owner of the Designated Account just as if they were delivered in paper form. The Electronic Records are delivered in a manner to allow you immediate access to download and print the Electronic Records on your personal computer.

13. VIRUSES.

The Bank assumes no responsibility, and will not be liable for, any damages to, or viruses that may infect, your computer equipment or other property caused by your access to, use of, or browsing of our website or the e-Statement Service or your downloading of any materials, data, text, video or audio from our website or the e-Statement Service.

14. THIS AGREEMENT AMENDS AND IS IN ADDITION TO ALL OTHER AGREEMENTS.

The terms and conditions and authorization and consent in this Agreement constitute an agreement by you to use the e-Statement Service as described herein and may be modified or amended by the Bank upon written notice sent to you. Your continued use of the e-Statement Service after any such notification of change shall be understood as your agreement to be bound by all such changes. This Agreement is in addition to and part of the terms and conditions of the other agreement(s) governing your accounts and relationship with the Bank, and constitutes an amendment of those agreements specifically where sections relate to delivery of selected Electronic Records for Designated Accounts.

15. MISCELLANEOUS.

This Agreement shall be governed by and construed in accordance with federal laws and the laws of the State of Maine, without regard to conflict of law principles. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. This Agreement embodies the entire understanding and agreement between you and the Bank with respect to the e-Statement Service and supersedes any prior understandings and agreements relating thereto.

16. CONSENT TO THE SERVICE.

By clicking on the checkbox by *I have read BHBT's e-Statement Disclosure and accept the terms and conditions*, you (a) accept and agree to the terms of this Agreement, (b) confirm that your computer hardware and software satisfy the requirements described in Section 8 of this Agreement, (c) authorize and consent to the delivery of Electronic Records for your Designated Accounts, and future accounts added to the combined statement delivery, as described in this Agreement, and (d) represent and warrant that you are authorized to do so on behalf of all Owners for the Designated Accounts.