

# BrooklineBank

## Online Banking Agreement

### Introduction

This Online Banking Agreement (the “Agreement”) is made between you (collectively, “Customer,” “you,” “your”) and Brookline Bank (collectively, “Bank,” “we,” “our,” “us”) and governs your use of our online banking, online bill pay, mobile banking, and mobile check deposit capture services (individually, “Service” or collectively, “Online Bill Payment Service(s)” or “Online Banking”), and any transactions you may initiate with and/or request from us through the Service (“Online Transactions”). By accepting this Agreement, you agree to be bound by the terms and conditions pertaining to the Services that you use.

This Agreement supplements the terms of the other agreements you have entered into with us, including, but not limited to the eStatement Agreement, External Transfers Agreement, Funds Availability Policy, Privacy Notice, Credit Account Agreement, Personal Deposit Agreement or Business Deposit Agreement, as applicable, and related fee schedules and disclosures that govern the terms, conditions, and fees of your deposit account(s) with us, each as may be amended from time to time (such account agreements, fee schedules and related disclosures being referred to as an “Account Agreement” and collectively as the “Account Agreements”). The terms and conditions of your Account Agreements are incorporated by reference and made a part of this Agreement. In the event of a conflict between the terms of this Agreement and any Account Agreements the terms of this Agreement shall control as in regards to the provision of the Services outlined below. Any terms not defined in this Agreement shall have the meaning assigned to them in the Account Agreements. Unless otherwise indicated, the provisions of this Agreement apply equally to both business and consumer customers who use the Services.

The Service allows you to perform banking functions relative to your accounts that are linked to the Service through the use of a personal computer or Internet-enabled Mobile Device. You agree to be bound by the terms and conditions pertaining to Online Banking and the specific terms and conditions applicable to any other associated services, including Online Bill Payment Service, Mobile Banking Service and Mobile Check Deposit Service, that you use as set out below.

**By clicking the “I agree” button within the Online Banking system, you are electronically signing this Agreement, which shall be considered the same as your authorized written signature constituting your binding agreement to all of the terms, conditions, and notices contained or referenced in this Agreement.**

Access to and use of the Service is contingent upon your acceptance of this Agreement. The Bank, in its sole discretion, may restrict or deny Customer access to the Service until the Bank has determined that Customer has accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Service, and until the Bank has had a reasonable opportunity to receive and review the acceptance of this Agreement and activate the Service. In any event, Customer agrees that the use by Customer of any Service shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer’s acceptance of and agreement to the Bank’s terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Agreement or otherwise prescribed by the Bank. In order to activate the Service, you must have at least one Account with us linked to the Service.

## Part 1 – Definitions

Certain terms used in this Agreement are defined in the portion of the Agreement where they are used. The following terms are also used throughout this Agreement and have the meanings indicate below:

**“Access Device”** means access equipment, including but not limited to a personal computer, tablet or a Mobile Device that meets the requirements for use of the Service.

**“Access Device System”** means all software, hardware, Access Devices or other equipment necessary to access the Services.

**“Account”** or **“Accounts”** means any Eligible Accounts (as defined in the Agreement) you have with us including: Checking (Demand Deposit) Accounts, Savings Accounts, Money Market Accounts, Loans, Lines of Credit, Certificates of Deposit and Safe Deposit Boxes.

**“Account Access”** means your ability to access account and transaction information on Accounts, transfer funds between Accounts and make payments from accounts through the Internet.

**“Account Agreement”** means any agreements between you and us that govern the use of your Accounts, including, but not limited to the Funds Availability Policy, Privacy Notice, Credit Account Agreement, Personal Deposit Agreement or Business Deposit Agreement, as applicable, and related fee schedules and disclosures that govern the terms, conditions, and fees of your deposit account(s) with us, each as may be amended from time to time.

**“Administrator”** means, for Businesses using the Business Online Banking service, you, your employee or other person that you (or any Administrator designated by you) designate as being your Authorized Representative or is authorized to act on your behalf in the administration of the Services.

**“Agreement”** means all the terms and conditions defined in this Online Banking Agreement.

**“Applicable Law”** means federal laws and regulations, and to the extent not preempted by federal law, the laws of the Commonwealth of Massachusetts.

**“Authorized Representative”** means, for Businesses, a person designated by you as authorized to act on your behalf and/or authorized to access and use the Service, as evidenced by certified copies of resolutions from your board of directors or other governing body, if any, or other certificate or evidence of authority satisfactory to us.

**“Authorized User”** means, for Businesses, you and any person that you or your Administrator may designate as being authorized to access or use the Service.

**“Available Funds”** means the balance in your Account, which includes collected funds on deposit plus any overdraft credit line balance associated with the account.

**“Bill Payment”** or **“Payment”** means the remittance of funds, initiated through the Bill Payment Service, to a Payee.

**“Bill Payment Service or Online Bill Pay Service”** means our Online Bill Payment service offered by the Bank and any Service Provider.

**“Business Day(s)”** means Monday through Friday. Federal Holidays are not included. Some online banking transaction deadlines may vary from this definition.

**“Business Deposit Account Agreement”** means the Business Deposit Account Agreement provided to you by the Bank.

**“Business Online Banking”** means the Business Online Banking service as outlined in this Agreement.

**“Computer”** means your computer or other Internet access device, any software, and related equipment.

**“Electronic”** means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

**“Funds transfer”** or **“Transfer”** means a transfer of funds, initiated through the Service, from one eligible account to another.

**“Insufficient Funds”** means there are not sufficient Available Funds to complete the requested transaction.

**“Mobile Check Deposit”** means any check that is deposited to your Account using your Mobile Device to capture an image of a check and send it to the Bank.

**“Mobile Device”** means an Access Device that is mobile, including but not limited to a mobile phone, smartphone, tablet, any personal data assistant or other wireless device.

**“Online Banking”** or **“Service”** means the service(s) described in this Agreement.

**“P2P”** or **“Person-to-Person Payments”** means an online technology that allows customers to transfer funds from their bank account to another individual's account via the Internet or a mobile phone.

**“Password”** means the confidential code assigned to you by us or selected by you for identification purposes in connection with the use of our Online Banking Services.

**“Payee”** means any individual, financial institution, educational institution, company, merchant or other entity you wish to pay using Online Bill Pay Service.

**“PC”** means personal computer (including any personal data assistant or other wireless access device) that meets the requirements for use of Online Banking Services.

**“Personal Deposit Account Agreement”** means the personal deposit account agreement provided to you by the Bank.

**“Services”** means online banking, online bill pay, mobile banking, and mobile check deposit services as more fully described in this Agreement.

**“Service Provider”** means any third party we may engage to provide any of the Services detailed in this Agreement.

**“Single User Entity”** means a personal banking customer or an individual business entity with one authorized user and signer.

**“Single User Service”** means the standard online banking product, accessible by both consumer and business customers, not the Business Online Banking (“BOB”) product defined above.

**“Sufficient Funds”** means there are sufficient Available Funds to complete the requested transaction.

**“Transfer Day”** means Monday - Friday, from 9:00 p.m. the previous Business Day through 8:59 p.m., Eastern Time (Standard or Daylight) the current Business Day and is applicable to Transfers. Federal Holidays are not included.

## **Part 2 – Services**

This portion of the Agreement sets forth the features, terms, and conditions of the Services applicable to Customers and Businesses, except where otherwise indicated.

1. Eligibility: You will be eligible to use the Service if you maintain an open Account (deposit or loan), and have executed this Agreement, and if we have approved your use of the Services as outlined below.
2. Eligible Accounts:

- Checking (Demand Deposit) Accounts
- Savings Accounts
- Money Market Accounts
- Loans
- Certificates of Deposit
- Safe Deposit Boxes

3. Access: You must have a Computer or mobile Internet-enabled access device (“Mobile Device”), access to the Internet, and a current e-mail address. You must register for the Service by completing any enrollment information required by us in our sole discretion. You must be an authorized user of any Software you select, if required for use with the Service.

Your enrollment in the Services will only grant you access to the Accounts you have designated and that are eligible for access with the applicable Service. You may request to add or remove an Account by sending a secure message through Online Banking or by calling us at 877-668-2265.

If you are a Single User Entity and you have more than one Account, under common ownership and tax identification number, we will “link” the Accounts together. Accounts which are "linked" under the Services will have one common owner and signer.

If you are a Business Account user utilizing the Business Online Banking (“BOB”) service, the terms of your access, account linkage and authority levels as set up through the Online Banking Service are discussed in more detail in **Part 4 – Business Account Terms and Conditions**. Access to Business Accounts via the Single User online banking login will be based on the identification and set up of one user.

Upon enrollment in the Service, you must designate an Online Banking ID and Password, and answers to security questions selected by you (“Answers”), which will be required to gain access to the Service. Our system dictates specific parameters which your Online Banking ID and Password must include.

4. Limitations: We reserve the right, subject to Applicable Law, and in our sole discretion, to modify, suspend, or terminate access to the Service at any time without notice or refund of previously incurred fees. The Bank may change the terms and conditions of this Agreement from time to time to conform with changes or advancements in our services, or as required by Applicable Law. Use of Online Banking after the effective date of such changes will constitute your consent to the changes.
5. Hours of Access: Services are generally accessible twenty-four (24) hours per day, seven (7) days per week, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts.
6. Products and Services Offered: Customers may use the Online Services to conduct the following types of transactions. These Services may be amended from time to time.
- a. Make transfers between Accounts you may have with us;
  - b. Make Payments to a Payee from your Account(s) (Online Bill Payment Service);
  - c. Obtain Account balances. Your “current” account balance is generally current as of 8:00 a.m. Eastern Time (Standard or Daylight) of each Business Day, but may not include recent transactions (such as checks cashed at a teller on the Business Day). In addition, your account

balance may show funds that have been credited to your account but are not yet available for withdrawal;

- d. View recent transactions on your Accounts. Account histories are available for up to 90 days;
- e. Transfer money to make loan payments for loan accounts you have with us;
- f. Transfer money from a Home Equity Line of Credit to a checking, savings or money market account;
- g. Transfer money to or from your checking, savings, or money market account to an account at another U.S. financial institution (please see the External Transfers Agreement, certain restrictions and conditions may apply);
- h. Communicate with the Bank via the Online Banking secure message center;
- i. Download account information in various formats;
- j. Issue stop payment orders;
- k. View/Print check images;
- l. Conduct self-service Account maintenance such as changing address and phone information, and changing your Online Banking ID or password;
- m. Set up account alerts;
- n. Receive electronic Account statements (please see eStatements Agreement);
- o. Use your Mobile Device to perform certain Mobile Banking Service functions; and
- p. Make deposits to your checking, savings, or money market savings accounts from a mobile device by capturing images of checks and sending them to the Bank.

These activities are limited to the extent noted herein and in the agreements governing your various accounts with us. All Services may not be accessible via a PC or Mobile Device. Some services may not be available for certain Accounts or Customers.

7. Additional Services: Additional services may be included in an update to this Agreement or in other separate agreements to notify you of the existence of any new services available through Online Banking or Mobile Banking. Your use of these services when they become available constitutes your agreement to be bound by the terms and conditions contained in this Agreement and/or separate agreements covering these services.
8. Privacy: The Bank is committed to protecting your privacy. All information gathered from you in connection with using the Service will be governed by the provisions of the Bank's Privacy Notice (the "Privacy Notice"), which is incorporated herein by reference, and the receipt of which you acknowledge as part of your acceptance of this Agreement. Upon enrollment, you are providing us with your expressed prior consent to contact you for fraud prevention, servicing, telemarketing, or other purposes as provided in the Privacy Notice.
9. Customer Security Responsibilities: You are solely responsible for controlling the safekeeping of your Online Banking ID and Password, and other means of access to the Services including your Account numbers, Online Banking, and Mobile Banking. You agree not to give out or make available your Online Banking ID or Password, or other security or access tools as applicable and as necessary to access your Account to any unauthorized individuals. The determination of authorized individuals is dependent upon the type of account and the online system being used as described below.

Regardless of the type of account and the online system being used, you are responsible for all Payment transactions authorized by you or by anyone to whom you provide access to your Online Services and Accounts. You are liable for all transactions, including Online Bill Payment transactions, you make or that you authorize another person to make even if that person exceeds his or her authority.

- a. Access to the system must be managed differently dependent upon which Online Banking service you are using. For Single User online banking, the Bank will issue an Online Banking ID and Password to the account owner who is responsible for the protection of the Online Banking ID and Password to ensure that only account owners are provided access to the account via the Single User online system. For Business Online Banking, please see **Part 4 – Business Account Terms and Conditions** for security requirements.
- b. The use of the Online Banking ID and Password and your Mobile Device is a security control established by the Bank to authenticate the identity of the person attempting to gain access to the Service. This security is not designed for the detection of errors and we make no representation or warranty as to the security of the information. We may require you to change your Online Banking ID and Password from time to time for any reason. You should keep your Online Banking ID and Password in a secure location. Any person having access to your Online Banking ID and Password will be able to access these Services and perform all transactions, including reviewing Account information and using the Bill Pay Services. With this Online Banking ID and Password, a third party will be able to use your Online Banking Service to add new payees to the Bill Pay Service. YOU ARE RESPONSIBLE FOR SAFEGUARDING THE ONLINE BANKING ID AND PASSWORD AND YOUR MOBILE DEVICE. PROVIDING THE ONLINE BANKING ID AND PASSWORD TO ANOTHER PERSON EFFECTIVELY CONSTITUTES A GRANT OF AUTHORITY TO ACCESS YOUR ACCOUNTS UNDER FEDERAL RESERVE BOARD REGULATION E (“REG E”).
  - i. You agree to comply with these “Customer Security Responsibilities” and any other security steps the Bank directs you to use, and you acknowledge and agree that the Customer Security Responsibilities, including (without limitation) the management of any code, password, personal identification number, user identification technology, token, certificate, or other element, means, or method of authentication or identification used in connection with account access security (“Security Devices”), constitute commercially reasonable responsibilities under Applicable Law for the initiation of transfers and access to confidential customer information. You authorize us to follow any and all instructions entered and transactions initiated unless and until you have notified us, according to notification procedures prescribed by us, that there was a breach or exception in the Customer Security Responsibilities or any Security Device has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that unless and until you have notified us of a breach of exception to Customer Security Responsibilities, according to notification procedures prescribed by us, the initiation of a transaction using an Online Banking ID on the system constitutes sufficient authorization for Bank to execute such transaction notwithstanding any particular signature requirements identified on any signature card or other documents relating to your Account(s) maintained with Bank, and you agree

and intend that the submission of transactions and instructions shall be considered the same as your written signature in authorizing us to execute such transaction. You acknowledge and agree that you shall be bound by any and all transactions initiated, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Customer Security Responsibilities are not designed to detect error in the transmission or content of communications or transaction initiated by you and that you bear the sole responsibility for detecting and preventing such errors.

- ii. You agree to follow all Customer Security Responsibilities and keep all Security Devices protected, secure, and strictly confidential and to provide or make available the same only to your Authorized Representative(s). You agree not to disclose or provide any access to the system or Security Devices to any unauthorized person. Where you have the ability to change or modify security criteria from time to time (e.g., a password or User Name), you agree to change your password and, where applicable, instruct other individuals to change their password frequently in order to ensure the security of your Account(s). You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Online Banking ID and Password or other account access information has been stolen or otherwise become known to persons other than you or your Authorized Representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual, suspected or threatened breach of security, we may issue you new Online Banking ID and Password or other security information as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions.
- iii. We reserve the right to modify, amend, supplement, or cancel any or all account access via the system, and/or to cancel or replace any Security information, including Online Banking ID and Password, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in account access or security controls; provided that we may make any change without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of your information, your accounts, our systems or our assets. Your implementation and use of any changed security controls after any change in those controls shall constitute your agreement to the change and your agreement that the security controls, as changed, are commercially reasonable and adequate for the purposes intended.
- iv. Because the Mobile Banking Service is similar to Online Banking on a personal computer, there are security risks associated with the use of the Service. The hardware and software that you use in connection with the Service may be subject to unauthorized tracking or other manipulation by spyware or other malicious code. We are not responsible for advising you of the existence or potential effect of such malicious code, and your use of your hardware and software is at your own risk. We will use commercially reasonable efforts to secure the Service to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our efforts the

security of the Service could be compromised or malicious code could be introduced by third parties. We will provide you with notice if your information is the subject of a security breach as required by Applicable Law.

- v. You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail and/or text messaging fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as “phishing” or “pharming”). You acknowledge that, other than at the time you are registering for this Service, the Bank will never contact you by e-mail or text message in order to ask for or to verify Account numbers, Online Banking ID and Password, Security Devices, or any sensitive or confidential information. In the event you receive an e-mail, text message, or other electronic communication that you believe, or have reason to believe, is fraudulent, you agree that you shall not respond to the communication, provide any information to the sender of the communication, click on any links in the communication, or otherwise comply with any instructions in the communication. To the extent allowed by law, you agree that the Bank is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, text message or internet fraud.

10. Fees and Charges: The use of certain features related to the Service may result in the assessment of fees or other charges which you agree to pay in accordance with any fee disclosed at the time of the related transaction, or, if not specifically disclosed, then in accordance with our current Fee Schedule.

11. Transfers: Transfers may be made between your Brookline Bank accounts using the Service.

- a. Limits: Transfers and transfer amounts made via the Services are limited by the terms and conditions of the applicable Account Agreements, or as otherwise described in this Agreement or in other communications we may provide to you from time to time. Certain limits are based on federal restrictions on the number of Internet (via Computer or Mobile Device) transfers from savings Deposit Accounts (including Money Market Accounts) processed in a statement cycle. For more information please refer to your Account Agreement.
- b. Timing: Transfers will be processed on the same day you request the transfer, provided the transfer request is received on a Business Day before 9:00 p.m. Eastern Time. Transfers requested after this time will be processed on the next Transfer Day. If you schedule a future time or future recurring transfer to occur on a weekend or Federal holiday, we will process your transfer on the previous Transfer Day. We may refuse to act on your Transfer instructions request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the transfer.
- c. Customer Responsibility: You are responsible for ensuring sufficient funds are available for any Transfer you Request. If we complete a Transfer that you make or authorize and we subsequently learn that you have insufficient funds for the Transaction, you agree that we may reverse the Transaction or offset the shortage with funds from any other Account(s) you have with us to the extent permissible by the Applicable Law and the terms of any other relevant Agreements. If there are insufficient funds in your Account to make a Transfer, we may refuse to make the Transfer or we may make the Transfer and overdraw your Account. In either event, you are responsible for any non-sufficient funds (“NSF”) charges that may apply.



- d. **Canceling a Transfer or Payment:** You may cancel a pending Transfer transaction prior to the cutoff time on the Transfer Day the Transaction is scheduled to be processed. If we do not receive your instruction to cancel a Transaction before that time, we may process the Transaction. If you need assistance with processing a cancelation, please contact the Customer Service department at 877-668-2265.
12. **Online Bill Payment Service:** This section provides guidance on the use of our Online Bill Payment Service, which allows you to direct us or our Service Provider to make payments from your Accounts to Payees that you choose in accordance with this Agreement.
- a. **Transaction Responsibilities:** We will use commercially reasonable efforts to process your Scheduled Payments in accordance with your instructions. Unless otherwise prohibited by Applicable Law, neither we, or our Service Provider shall be liable for failure to make any payment transaction if: (1) your Account does not have sufficient funds to complete the transaction; (2) a legal order prohibits withdrawals from your Account; (3) the Account is closed, frozen, or is otherwise not authorized to be debited for the Payment Amount; (4) the transaction would cause your Account balance to exceed the overdraft credit limit; (5) you, or anyone you allow to access your Account, commits fraud or violates any law or regulation in connection with the Online Bill Payment Service; (6) the Online Bill Payment System is not working; (7) you did not provide accurate information for the Account, Payment, or Payee; (8) you did not follow the instructions or terms and conditions of the Online Bill Payment Service; (9) you knew or had been advised that the Online Bill Payment Service was not functioning properly at the time you scheduled your payment; (10) there is a postal delay; (11) circumstances beyond our control (such as fire, flood, or improper transmission or handling by a third party) prevent, hinder or delay the transaction; or (12) you reside outside the United States or its territories or commonwealths.
- b. **Your Responsibilities:** You understand that you are responsible for any Payment request that you make that contains errors or is a duplicate of another Payment. Neither we, nor the Service Provider are liable: (1) if you did not follow the instructions for making a Payment; (2) you failed to promptly notify us after learning that you did not receive a credit from a Payee; or (3) for your acts or omissions or those of any other person, including any Payee or transmission or communications facility, and no such party shall be deemed our or our Service Provider's agent. Under no circumstances shall we or the Service Provider be liable for any special, consequential, incidental or punitive losses, damages, or expenses in connection with the Online Bill Payment Service, even if we and/or our Service Provider have knowledge of the possibility of them. Neither we nor the Service Provider are liable for any act, failure to act or delay in acting with respect to the Online Bill Payment Service if caused, in whole or in part, by any cause beyond our and/or the Service Provider's reasonable control.
- c. **Setting Up and Maintaining Payees:** In order to use the Online Bill Payment Service, you will need to establish at least one Payee in your Payee List. You may add, modify or delete Payees as necessary. All Payees must reside or exist within the United States of America or its territories or commonwealths. We and/or the Service Provider reserve the right to remove or refuse a Payee at any time in our sole discretion. You are responsible for maintaining your Payee List and ensuring Payee information is accurate including, but not limited to your account number with Payee, name on your account with Payee, etc.

When you create a new Payee in the Online Bill Payment service, it has a temporary status until we have had sufficient time to set up the account and for your business Payees to verify information about your account. You should schedule a Payment to a new Payee at least ten (10) Business Days before any Payment due date to allow us time to set up the Payee and verify information about your account with the Payee. The Bank is not liable for any service fees or late charges levied against you due to postal delays or processing delays by the Payee. There is no limit on the number of Payees or number of Payments that may be authorized. Electronic Payments are subject to the availability of sufficient funds in the designated Account. However, the Bank reserves the right to impose limits at some future date, in its sole discretion, notice will be provided as necessary in accordance with Applicable Law. You acknowledge and agree that if you describe a Payee inconsistently by name and account number, scheduled Bill Payment transactions to the Payee will occur on the basis of the account number.

For Payments to a preset Payee, you must allow at least five (5) Business Days between the date you schedule a Payment to be initiated and the Payment due date (that is, the due date shown on your invoice or provided in your agreement with the Payee, not taking into account any applicable grace period). If you do not, you will be fully responsible for all late fees, finance charges or other actions taken by the Payee.

- d. **Setting Up Payments:** You may set up one time or recurring payments to your Payees. To set up a payment, you must select a Payee from your Payee List, and follow the instructions for scheduling a payment. You are responsible for canceling, skipping, rescheduling or revising any recurring payments. The Service Provider and/or we retain the right to refuse to or cancel a Payment for any reason. Requested Payments are forwarded to our Service Provider who will transfer the funds to the Payee either electronically or by sending the Payee a paper check. If the funds are sent electronically, your payments will be deducted from your account by a direct automated clearinghouse (ACH) debit through Federal Reserve Banking channels. Payments made via ACH are subject to the rules of the National Automated Clearing House Association (NACHA). The minimum per Payment amount is \$1.00.

When you schedule a Bill Payment that will be made by check, the Payment will be treated as if you wrote a check drawn from your Account. A check will be printed and sent regardless of the balance in your Account. If sufficient funds are not available in your designated account when the check is presented for payment, we may refuse to honor the check and return it unpaid. At our sole discretion, we may elect to pay the check regardless of the insufficient funds. In either event, your qualified designated Account will be charged our then current fee for processing insufficient items, whether the check is paid or returned, as applicable. You are responsible for any loss or penalty that you may incur due to a lack of sufficient funds or other conditions that may prevent the withdrawal of funds from your Account. Bill Payments made by paper checks processed by nonaffiliated third parties may show as drawn on the third party processor or its bank rather than on you or on us.

If Payment is to be made electronically and your Account does not have sufficient available funds to make a Payment as of the date the transfer or Payment is attempted or scheduled to be made, the Transfer or Payment will be canceled and you will be notified via the Online Bill Payment Service's Secure Messaging center. The Bank shall have no obligation or liability if it does not complete a Transfer or Payment because there are insufficient available funds in your

account to process a transaction. In all cases, you are responsible for either making alternate arrangements for the Payment or rescheduling the Payment through the Service. In the case of recurring Payments, only the Payment currently scheduled will be canceled. Recurring Payments schedule for future dates will not be affected.

- e. **Return Payments:** You understand that there may be times when your Payments may be returned by us or to the Service Provider or to you for various reasons including: the account number or account at the Payee is not valid, the Payee address is not valid, the Payee returns or rejects the item, or the account at the Payee has been paid in full or has been turned over to another company or individual. The Online Bill Payment Service shall use commercially reasonable efforts to research and correct the returned payment or void the payment and credit your Account if your Account had been debited. You may receive notification of such occurrences from the Online Bill Payment Service.
- f. **Types of Payments:** You may establish both One-Time and Recurring Payments and Transfers using the Online Bill Payment System. One-Time Payments are made in accordance with your set up instructions and occur when you submit the payment. Recurring Payments and Transfers are payments made for the same amount, on the same date, on a regular schedule. Recurring Payments and Transfers are made automatically until you delete or cancel the Payment or Transfer or upon the expiration date, or set number of payments date range. When a recurring payment is processed, it is automatically rescheduled by the system. Based upon your selected frequency settings for the payment, a process date is calculated for the next occurrence of the payment. If the calculated process date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following criteria:
  - i. If the recurring payment's "Pay Before" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date prior to the calculated process date.
  - ii. If the recurring payment's "Pay After" option is selected, the process date for the new occurrence of the payment is adjusted to the first business date after the calculated process date. Note: If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated process date, then the last calendar day of that month is used as the calculated process date.
  - iii. To delete or cancel a Recurring Payment or Transfer, the request must be received prior to 3:00 p.m. Eastern Time on the scheduled Payment date.
- g. **Limitations on Payments:** In addition to any limits described in the Accounts Agreements, the maximum per Payment amount is \$25,000.00. The maximum Payment amount for Person-to-Person (P2P) Payments is \$2,500.00 per day. We may change these amounts at any time without notice unless otherwise required by Applicable Law.
- h. **Limitations on Payments by Customers Using *Business Online Banking* Only:** In addition to any limits described in the Accounts Agreements, the maximum per Day and per Payment amount is \$50,000.00. We may change these amounts at any time without notice unless otherwise required by Applicable Law.

- i. **Timing, Editing or Canceling Payments:** Payments requested by 3:00 p.m. Eastern Time will be processed on the same Business Day. Those initiated after that time will be processed on the next Business Day.

Changes to previously scheduled Recurring Payments must be made before 3:00 p.m. Eastern Time on the Business Day it is scheduled to be initiated. If the transaction shows an (IN PROCESS) status, then the Payment cannot be modified or deleted. Although you can enter Payment information through the Online Bill Payment Service twenty-four (24) hours per day, seven (7) days per week, the Bank only initiates these Payments on Business Days. [Funds must be available in your Account on the scheduled payment date.] After funds are withdrawn from your Account to make a Payment, we make the Payment by transferring funds electronically to the Payee. A Single Payment will be processed on the Business Day (generally Monday through Friday, except certain holidays) that you designate as the payment's process date, provided the payment is submitted prior to 3:00 p.m. Eastern Time on that date. A single payment submitted after the cut-off time on the designated process date will be processed on the next Business Day. If you designate a non-business date (generally weekends and certain holidays) as the payment's process date, the payment will be processed on the first Business Day following the designated process date.

- j. **Notifications:** The system permits you to establish notifications for a variety of events. To learn more about this service, please visit the "Options" tab in the Bill Payment system.
- k. **Canceling, Terminating or Requesting a Stop Payment on a Payment:** You may cancel a pending Payment prior to the cutoff time on the Transfer Day the Transaction is scheduled to be processed. If we don't receive your instructions to cancel before that time, we may process the Transaction. A stop payment cannot be placed on a Bill Payment transaction once issued if the Bill Payment is made electronically. If the Payment is a check drawn on your account, you may stop payment on the check until the check has been presented for payment. Call our Customer Service Center to place a stop payment on a Bill Payment check drawn on your Account, the standard stop payment fee will be charged. There is no fee for deleting a Payment initiated through Bill Payment. In the event a Payment is returned to us for any reason, you authorize us, in our sole and absolute discretion, to either research and correct the Payment information or to void the Payment and re-credit your Account.
- l. **E-Bills:** The E-Bills product is a feature of the Online Bill Payment Service that enables you to receive notification of bills electronically. Participating Payees establish their own notification of criteria for reviewing requests to receive electronic bills notification and have sole discretion to accept or decline your request. We do not participate in this decision and shall have no liability to you for any failure of a Payee to submit an E-bill.
- m. **Authorization:** Upon scheduling a Payment or Transfer using the Online Bill Payment System, you expressly authorize us and/or the Service Provider to withdraw from your Account the Payment Amount and remit those funds to the designated Payee on your behalf and to debit your Account for any applicable fees. Further, you authorize us to credit your Account for any Payment returned from or undeliverable to a Payee. You certify that you are authorized to make payments and incur debits on the Account used. We reserve the right to suspend or discontinue the Online Bill Payment Service while an overdraft exists in your Account or if we suspect fraud or other misuse of the system. You authorize us and/or the Service Provider to

contact your Payees to request appropriate adjustments consistent with your Payment instructions and/or as pertaining to **Your Responsibilities** sections above, and/or to stop payment on any payment issued against your Account or other issues incurred in connection with the Online Bill Payment Service.

- n. **Termination of Service:** You may terminate the Online Bill Payment Service at any time by written notice to us. Neither we, nor the Service Provider are responsible for terminating any One-Time Payment nor Recurring Payment processed prior to receiving the notice and having a reasonable opportunity to act on your termination notice. Once the service is terminated, your scheduled One-Time and Recurring Payments will be terminated as well. You will remain responsible for all Payments made by the Online Bill Payment Service under this section.
13. **Mobile Banking Service:** If you are enrolled in Online Banking, you may enroll in the Mobile Banking Service to access financial products and services provided by us. In order to access the Mobile Banking Service, you must have a Mobile Device, which may be a mobile phone, tablet, or other equipment with the mobile carrier, operating system, data plan, software and hardware that are supported by us now, or in the future. Not all products and services are available via the Mobile Banking Service; however, in general, customers may use Mobile Banking to access and view accounts, including checking, certificates-of-deposit, money markets, loans, and lines-of-credit. We do not guarantee the functionality of the Service on all wireless devices; however, generally, the Service should be compatible with any web-enabled mobile phone or other Mobile Device, regardless of make, model, or mobile service provider. In most cases you may use the Service to gain access to deposit accounts in which you have an unrestricted right to withdraw funds. However, the Bank, as it may determine at any time and from time to time in its sole discretion, may deny Service account access, restrict Service account transactions, or place limits on the specific dollar amount of funds that may be withdrawn or transferred from any account. You acknowledge and agree that these Services may be provided by an independent third party service provider (“Vendor”) as selected by Bank, and that both the Vendor and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or the Bank. Neither the Bank nor the Vendor is responsible for the actions or omissions of the other.
- a. **Eligibility/How to Register for Mobile Banking Service:** To use the Service, you must have an Eligible Account as defined above, register for Online Banking, enable mobile banking under user options in online banking, or download a mobile banking app from your mobile device. The app will provide you with installation and authentication instructions.
- b. **Mobile Device Responsibilities:** It is your responsibility to provide us with accurate, complete and current information about you and your Mobile Device, including telephone number, the telecommunications carrier, and e-mail address, and to notify us immediately if this information changes or if service to your Mobile Device is terminated. We reserve the right to refuse or cancel your registration for the Mobile Banking Service if we cannot verify information about you and/or your Mobile Device.
- c. **Mobile Banking Service Formats:** Use of the Service requires a web-enabled Mobile Device or a cellular phone that is text-enabled. The service is available for both Text Banking, using SMS messages, and for Mobile Banking by downloading the mobile application to your internet-

enabled Mobile Device or accessing the service from your mobile web “browser”. If you use the Mobile Banking Service in the form of SMS messages or Text Banking, you are solely responsible for the content of and the delivery of any SMS text messages. You agree to provide accurate source information (i.e. the Mobile Device’s mobile phone number for SMS messages) of any SMS messages sent by you. YOU ACKNOWLEDGE THAT THESE MESSAGES MAY INCLUDE INFORMATION THAT IS CONSIDERED CONFIDENTIAL UNDER FEDERAL AND STATE LAW, AND SOMEONE WHO HAS ACCESS TO YOUR SMS HISTORY OR EMAIL ACCOUNT MAY BE ABLE TO VIEW THE CONTENT.

- i. *Text Banking*: The text-enabled cellular phone service (“SMS Texting”) is limited to making a balance inquiry or viewing transaction history on the account. Text messages are sent to you without being encrypted thus you assume all risk associated with third party interception.
  1. The Mobile Banking Services enables you to access your Account(s) through a SMS text enabled Mobile Device. By activating/registering your Mobile Devices for this service, you agree to receive and send electronic text messages about your Accounts. The Bank will send text messages to you based upon the instructions you provide at the time of the SMS request that you send. You hereby acknowledge and accept that each message is sent to you without being encrypted and will include certain information requested on your Account(s).
  2. You may request and receive text messages concerning your Accounts on any text enabled Mobile Device. It is your responsibility to determine if your wireless carrier provider supports text messages and your Mobile Device is capable of receiving text messages. The Bank’s SMS messages are subject to the terms and conditions of your agreement(s) with your wireless carrier provider and you acknowledge that your use of the SMS service may result in additional or charged fees by your mobile device carrier. Once you activate your Mobile Device for this Service, You are solely responsible for keeping any personal information in your Mobile Device secure. For your protection, you agree to:
    - a. Log in to Online Banking and cancel SMS Texting if you or your wireless provider cancels your service or if your device is lost or stolen.
    - b. Log in to Online Banking and cancel or edit SMS Texting if there are changes to your wireless carrier provider or Mobile Device number (cell phone number).
    - c. Erase your “Sent Message” and “Inbox” that may contain your SMS PIN or other personal information.
  3. You acknowledge, agree and understand that your receipt of any SMS messages may be delayed or prevented by factor(s) affecting your wireless carrier provider and/or other factors outside our control. We neither guarantee the delivery nor the accuracy of the contents of any message(s). You agree to the terms of the indemnification clause as specified in the Agreement. You also agree that the Bank shall not be liable for any losses, damages or costs that may arise in whole or in part, from:

- a. Non-delivery, delayed delivery, or the misdirected delivery of any message; or
  - b. Inaccurate or incomplete content in any message; or
  - c. Your reliance on or use of the information provided in any SMS service message for any purpose.
4. The Bank provides this service as a convenience to its customers. The Bank does not use text messages for any purpose not included in this Agreement and will not respond to text messages sent to us that do not comply with appropriate action codes. A SMS message does not constitute an official record for the Account to which it pertains. Bank reserves the right to terminate this service or begin charging a fee for this service at any time without prior notice to you, except where required by law.
- ii. *Mobile Banking:* The Mobile Banking portion of the Mobile Banking Services may be used to access your Mobile Banking Accounts from the downloadable mobile application or the browser function of your Mobile Device as is further outlined in the remainder of this section. We may send you communications directly related to the Mobile Banking Service via SMS messaging including welcome messages, alerts, or other messages in accordance with our Privacy Notice. We send email notifications for Mobile Check Deposit confirming that a deposit was accepted for processing. We will not send you advertisements or promotions via SMS messaging.
- d. **Transaction Types:** You may use the Mobile Banking Service to conduct the following types of transactions using your Mobile Device:
  - i. View account balances
  - ii. View Limited Transaction History
  - iii. Make One-Time Transfers
  - iv. Make Bill Payments to existing Payees
  - v. Review and/or View Account and Security Alerts
  - vi. Make mobile check deposits
  - vii. Set up Payees for, and make Person-to-Person (P2P) payments.
  - viii. Review and/or Change ATM/Debit Card Status

From time to time, additional services may be offered.

- e. **Account Limitations:** Certain accounts are subject to transaction limitations which are outlined in **the applicable Deposit Account Agreement**.
- f. **Dollar and Frequency Limitations:** We reserve the right to limit the frequency and dollar amount of Transfers and Payments initiated via your Mobile Device for security reasons. These limitations are the same as those for transactions initiated via the Online Bill Payment Service.
- g. **Transfer Limits:** Are subject to the limits outlined in **Section 11(a), Internal Transfers, above**.
  - i. *Bill Payment Services and Transfers* – You may initiate Payments to existing Payees using the Mobile Banking Service, however, new Payees must be set up in Online Banking by following the instructions outlined in **Section 12, Online Banking Payment Services, above**. Terms and conditions for making Payments using the Online Banking Payment Service apply to the Mobile Banking Service.

- h. **Service Charges:** Our fees are outlined in applicable fee disclosures; however, you understand that you are responsible for any fees and charges that may be assessed by the provider (“Carrier”) of your mobile services for text messages sent to or from us. **You understand that standard data and text messaging rates charged by the Carrier providing service for your Mobile Device apply when you use your Mobile Device to enroll in and use the Mobile Banking Service.**
- i. **Documentation:** Your monthly account statement includes your Mobile Banking activity.
- j. **Confirmation Message:** Upon completion of a Transfer or Payment, a confirmation message will be displayed on your Mobile Device confirming that the transaction has been completed. If Alerts have been enabled, an SMS Text message will be sent to confirm the Transfer or Payment.
- k. **Your Responsibilities:** You represent and agree to the following by enrolling in or using the Mobile Banking Service:
  - i. *Account Ownership/Accurate Information:* You represent that you are the legal owner of the Accounts and other financial information which may be accessed via the Mobile Banking Service. You represent and agree that all information you provide to us in connection with the Mobile Banking Service is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of using the Mobile Banking Service. You agree not to misrepresent your identity on your Account Information. You agree to keep your Account Information up to date and accurate.
  - ii. *User Security:* You agree to follow the Security Responsibilities outlined in **Part 2, Section 9 above, Security**, and to take all necessary steps to protect the safety, security, and integrity of your Account and Transactions while using the Mobile Banking Service. You understand and agree that you are responsible for all Transactions authorized by you. We will not be liable for any damages suffered by you as a result of you not following the Security Responsibilities outlined in this Agreement or any subsequent versions of this Agreement.
  - iii. *User Conduct:* You agree not to use the Mobile Banking Service or the content or information delivered through the Mobile Banking Service in a way that would (1) infringe on any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including rights in any of the software associated with the Mobile Banking Service; (2) conduct fraudulent activities or be involved in the sale of counterfeit or stolen items, including, but not limited to, using the Mobile Banking Service to impersonate another person or entity; (3) violate any law, statute, ordinance or regulation (including, but not limited to those related to export control, consumer protection, unfair competition, anti-discrimination or false advertising); (4) be false, misleading or inaccurate; (5) create liability for us or our affiliates or service providers or cause us to lose (in whole or in part) the services of any of our service providers; (6) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (7) potentially be perceived as illegal, offensive or objectionable; (8) interfere with or disrupt computer networks connected to the Mobile Banking Service; (9) interfere with or disrupt the use of the Mobile Banking Service by any other user; or



(10) use the Mobile Banking Service in such a manner as to gain unauthorized entry or access to the computer systems of others.

- I. **Stop Payment:** You may use Online Banking to initiate an electronic stop payment requests in accordance with the Stop Payment instructions outlined above.
- m. **Security Responsibilities:** Please see the **Security Responsibilities outlined in Part 2, Section 9,** above.

#### 14. Mobile Check Deposit

- a. **Service.** The mobile check deposit service ("Mobile Deposit Service") is designed to allow you to make deposits to your checking, savings, or money market accounts by capturing checks and delivering the images and associated deposit information to the Bank or Bank's Mobile Deposit Service Provider. By using the Mobile Deposit Service, you authorize the Bank to convert checks to images or create substitute checks for the purpose of clearing the check. The Bank reserves the right to change or discontinue the Mobile Deposit Service at any time and in any manner in its sole discretion without any liability to you. Your continued use of the Mobile Deposit Service will indicate your acceptance to any changes in the Mobile Deposit Service.
- b. **Eligibility.** There may be additional criteria for use of the Mobile Deposit Service. We reserve the right to discontinue the Mobile Deposit Service at any time.
- c. **Hardware and Software.** In order to use the Mobile Deposit Service, you must obtain and maintain, at your expense, compatible hardware and software. The Bank is not responsible for any third party software you may need to use the Mobile Deposit Service. Any such software is accepted and used by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation. You understand and agree that you are solely responsible for any Internet, cellular, data download or other charges that your Internet service provider may impose for your access to the Internet or download of an application to use the Mobile Deposit Service.
- d. **Mobile Check Deposit Security.** For security purposes, you agree to complete each deposit promptly. If you are unable to complete your deposit promptly, you agree to ensure that your Mobile Device remains securely in your possession until the deposit has been completed. You are responsible for establishing and maintaining procedures to safeguard against unauthorized deposits. You agree to notify us immediately by telephone, and to provide written confirmation, if you learn of any loss or theft of original checks. It is your responsibility to ensure the safety and integrity of original checks from the time of receipt until the time of destruction. We reserve the right to monitor your Mobile Deposit activity, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.
- e. **Eligible items.** You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC, Availability of Funds and Collection of Checks ("Reg. CC"). When the image of the check transmitted to us is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.
  - i. You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

1. Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
  2. Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
  3. Checks payable jointly, unless deposited into an account in the name of all payees.
  4. Checks previously converted to a substitute check, as defined in Reg. CC.
  5. Checks drawn on a financial institution located outside the United States.
  6. Checks that are remotely created checks, as defined in Reg. CC.
  7. Checks not payable in United States currency.
  8. Check previously deposited by other means.
  9. Checks that are payable to cash.
  10. Checks on which the numerical and written amounts are different.
  11. Checks dated more than 6 months prior to the date of deposit or postdated (dated for a future date).
  12. Checks or items prohibited by the Bank's current procedures relating to the Mobile Deposit Service or which are otherwise not acceptable under the terms of your Account Agreement.
  13. Checks payable on sight or payable through Drafts, as defined in Reg. CC.
  14. Checks with any endorsement on the back other than that specified in this agreement.
  15. Checks that have previously been submitted through the Mobile Deposit Service or through a remote deposit capture service offered at any other financial institution.
  16. Checks or items that are drawn or otherwise issued by the U.S. Treasury Department.
  17. Money Orders.
- f. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Mobile Deposit Service as "For deposit only". Your endorsement must include your signature. You acknowledge and agree that any loss the Bank incurs from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility. A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse. If the check is payable to you and your joint owner, both of you must endorse the check.
- g. **Receipt of Items.** We reserve the right to reject any item transmitted through the Mobile Deposit Service, at our discretion, and you agree that the Bank will not be liable to you for such rejection. We are not responsible for items we do not receive or for images that are dropped during transmission.
- h. **Confirmations.** An image of an item shall be deemed received when you receive an email confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the

Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

- i. **Business Days and Funds Availability.** The Bank's general funds availability practices are outlined in our Funds Availability Policy contained in the applicable Account Agreements. For purposes of determining the availability of funds deposited via the Mobile Deposit Service, Mobile Check Deposits are classified as "not in-person deposits" as defined in Reg CC and are treated as ATM deposits as outlined in the Bank's Funds Availability Policy. In general, if an image of an item you transmit through the Mobile Deposit Service is received and accepted before 6:00 p.m. Eastern Time on a Business Day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next Business Day we are open.
- j. **Disposal of Transmitted Items.** Upon proper clearing of funds and confirmation of your deposit from the Bank, you agree to prominently mark the check as "Electronically Presented" or "VOID" and to properly store the check to ensure that it is not presented again for payment. You agree any check that has been transmitted through the Mobile Deposit Service will not be presented by you or any person again. You agree to retain all checks that you have deposited through the Mobile Deposit Service for at least 30 calendar days and, following the 30 calendar day retention period, you agree to dispose of the check in a reasonable and secure manner which will ensure the check will not be presented again. You will promptly provide any retained check to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or check image, or for the Bank's audit purposes. If you fail to promptly provide the original check or a reasonable copy of the check in response to a request by us, you agree to request a new check for deposit from the check's originator. If you fail to provide any copy of a check you agree that we are authorized to debit your account for the amount of the check in question if we deem this action necessary. You will be solely responsible for any losses incurred as a result of the failure to promptly provide a retained check or replacement check in response to our request.
- k. **Deposit Limits.** We may establish limits on the dollar amount and/or number of items or deposits from time to time and in our sole discretion. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. We are not responsible for any losses incurred as a result of rejecting deposits that you have made through the Mobile Deposit Service which exceed your deposit limits.
- l. **Errors.** You agree to notify us immediately of any suspected errors regarding items deposited through the Mobile Deposit Service, and in no event no later than sixty (60) days after the applicable Bank account statement is sent. Unless you notify the Bank within sixty (60) days, the applicable account statement regarding deposits made through the Mobile Deposit Service shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.
- m. **Errors in Transmission.** By using the Mobile Deposit Service you accept the risk that an item may be intercepted or misdirected during transmission. The Bank shall have no liability to you

or any third party for any such intercepted or misdirected items or information disclosed through such errors.

- n. **Image Quality.** The image of an item transmitted to the Bank using the Mobile Deposit Service must be legible, as determined in the sole discretion of the Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by the Bank, the American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association. At a minimum, the following information must be easily read by sight review of the image: the amount of the check; the payee; the drawer's signature; the date of the check; the check number; the routing transit number; account number; check amount and serial number; and your endorsement. You agree and understand that you are solely responsible for the quality, completeness, accuracy, validity and integrity of the image.
- o. **User Warranties, Your Responsibilities and Indemnification.** You are solely responsible if you intentionally or unintentionally submit fraudulent, incorrect or illegible images to us or if the Mobile Deposit Service is used by authorized or unauthorized persons to submit fraudulent, incorrect or otherwise improper or unusable images to us. You warrant to the Bank that:
- i. You will only transmit eligible items.
  - ii. You will not transmit duplicate items.
  - iii. You will not re-deposit or re-present the original item.
  - iv. All information you provide to the Bank is accurate and true.
  - v. You will comply with this Agreement and all applicable rules, laws and regulations.
  - vi. You are not aware of any factor which may impair the collectability of the item.
  - vii. You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees and expenses arising from your use of the Mobile Deposit Service and/or breach of this Agreement. You understand that this paragraph shall survive termination of this Agreement.
- p. **Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without cost to us, any originals or copies of items deposited through the Mobile Deposit Service in your possession and your records relating to such items and transmissions.

### **Part 3 – Consumer Account Terms and Conditions**

1. Account Statements: Your online transactions are reported on your Account Statements. You understand that it is your responsibility to review your statements promptly after receiving them for accuracy in accordance with this Agreement and our other Applicable Agreements. You also understand and agree to notify us about any changes to your address (physical and e-mail) so that we may send your Account Statements to the correct address.
2. Please see your Personal Deposit Account Disclosure for additional information that may be required by state law.

3. Our Liability if We Fail to Make Certain Electronic Funds Transfers (EFTs): If we do not complete an EFT to or from your account on time or in the correct amount of time in accordance with the applicable Account Agreements, we will be liable to you for your actual losses except for the following instances where we will not be liable to you:
- a. If, through no fault of ours, you do not have enough Available Funds in your Account (or available credit in your overdraft plan as applicable) to cover the transaction.
  - b. If the Service was not working properly and you were aware of the malfunction when you began the transaction.
  - c. If circumstances beyond our control (such as telecommunication outages or interruptions, postal strikes, delays caused by power outages, fires, or floods) prevent the transaction or transfer, despite the fact that we have taken reasonable precautions.
  - d. If you do not give us proper, complete or correct transfer instructions, or if you do not follow the procedures in this Agreement or any other Account Agreement with us for requesting such services.
  - e. If your Login ID and/or password have been reported lost or stolen, or we have cancelled your Login ID and/or password, or the Service.
  - f. If we have reason to believe that you or someone else is using the Service for fraudulent or illegal purposes.
  - g. If there are other exceptions listed in our Account Agreements with you.
  - h. If the funds in your Accounts are subject to legal process or other encumbrance restricting their use.

**IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.**

4. Confidentiality: Your information is treated confidentially in accordance with our Privacy Notice and legal requirements. We will disclose information to third parties about your use of the Service or EFTs that you make in accordance with the Account Agreement and our Privacy Notice.
5. Electronic Funds Transfers (EFT): For Consumers, the use of Online Banking, including Online Bill Payment Service and Mobile Banking is subject to the Electronic Funds Transfers Act. If you are a Consumer, along with the foregoing, please see the Electronic Funds Disclosure Statement in your Personal Deposit Account Agreement which discloses important information concerning your rights and obligations for EFT's.
6. Limited Liability: Except as otherwise provided under Applicable Law or in this Agreement, unless we act in bad faith, we shall not be liable to you for delays, errors, or losses that occur based on your use of the Service or because of our performance or failure to perform under this Agreement. We are not responsible for any mistakes or delays with respect to your use of the Service that are caused by circumstances beyond our control such as acts of civil, military or banking authorities, national emergencies, insurrection, war, riots, acts of terrorism, failure of

transportation, communication or power supply, or malfunction of or unavoidable difficulties with our equipment.

**IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.**

7. Indemnity: In addition to the indemnification and liability provisions contained elsewhere in this Agreement, the following provisions apply: You agree to indemnify, defend, and hold the Bank and our affiliates, officers, directors, employees, consultants, agents, Service Providers, and licensors harmless from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys' fees) arising from damages that result from the loss, misuse, or theft of your personal computer, laptop, Mobile Device, Online Banking Login ID and/or Password, or other access code, or misuse of the Service. You will be liable for, hold harmless, and will indemnify the Bank, and their employees and agents from and against all claims of any sort by third parties or others arising out of this Agreement, including all losses and expenses incurred by the Bank arising out of your failure to report required changes, transmission of incorrect data to the Bank, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by the Bank's failure to exercise ordinary care or to act in good faith, you agree to indemnify and hold the Bank, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any services performed in connection with this Agreement, (ii) the Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by the Bank to be an authorized representative of you or Authorized User, (iii) your breach of any of your covenants, agreements, responsibilities, representations or warranties under this Agreement, and/or (iv) your breach of Applicable Laws, rules or regulations.
8. ARBITRATION AND WAIVER OF JURY TRIAL: YOU AND THE BANK AGREE THAT THE TRANSACTIONS PROCESSED UNDER THIS AGREEMENT INVOLVE "COMMERCE" UNDER THE FEDERAL ARBITRATION ACT ("FAA"). ANY CONTROVERSY OR CLAIM BETWEEN YOU AND THE BANK, OR BETWEEN YOU AND ANY OF THE BANK'S OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO ANY SERVICE PROVIDED UNDER THIS AGREEMENT, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT (COLLECTIVELY, ANY "CLAIM"), WILL BE SETTLED BY BINDING ARBITRATION UNDER THE FAA. THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES ("THE ARBITRATION RULES"). IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) YOU WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE; (D) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL; AND (E) THIS AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR

ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND THE BANK. THIS AGREEMENT TO ARBITRATE DISPUTES WILL SURVIVE THE CLOSING OF YOUR ACCOUNT AND THE TERMINATION OF THIS AGREEMENT.

#### **Part 4 – Business Account Terms and Conditions**

As a Business Customer, you agree to comply with all existing and future instructions used by the Bank for processing of Transactions. You further agree to comply with and be bound by all Applicable Laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve, the National Automated Clearing House Association ("NACHA") and any other clearinghouse or other organization in which the Bank is a member or to which rules the Bank has agreed to be bound. These laws, procedures, rules, regulations, and definitions are incorporated herein by reference.

You and the Bank acknowledge and agree that the relationship between the Bank and Customer is that of an independent contractor and that this Agreement does not establish or create a general agency, joint venture, partnership, or employment relationship between them.

#### **Additional Online Banking Features for Businesses**

1. Business Online Banking Service: certain business customers may apply for access to the Business Online Banking Service ("BOB") by following the application and/or enrollment process as designated by the Bank from time to time. The following terms and conditions govern the use of this system and apply to any non-consumer user of the Service whether via BOB or the Single User Service.
  - a. **Administrator and Authorized Users**: You agree to appoint and designate an administrator (the "Administrator") who will be authorized and responsible for creating, and maintaining subsequent Administrators and Authorized Users on your behalf, including assigning and revoking accessing privileges (including the Online Banking ID and Password) for persons to use the Services and providing subsequent Online Banking IDs or Passwords to those individuals. You agree and understand that when you designate an individual as an Administrator, you are providing the authority for that Administrator to designate additional Administrators or Authorized Users all of whom will have access to your accounts that are linked in the system. Any Administrator(s) will be authorized to create additional Administrators or Authorized Users with access to your accounts. You authorize Bank to follow any and all instructions entered and transactions initiated by your Administrators or Authorized Users unless and until you have notified us, according to the notification procedures prescribed by us, that the Online Banking ID and/or Password or other security code has been stolen, compromised, or otherwise becomes known to persons other than you and until we have had a reasonable opportunity to act on such notice. You agree that the initiation of a transaction or instructions by your Administrators or Authorized Users using the Online Banking ID and Password constitutes sufficient authorization for the Bank to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or

other documents relating to the Account Agreements or your deposit Account maintained with Bank, and You agree and intend that the submission of a transaction and instructions using the Online Banking ID and Password shall be considered the same as your authorized written signature in authorizing us to execute each such transaction or instruction. YOU UNDERSTAND AND AGREE THAT, NOTWITHSTANDING ANY INSTRUCTIONS OR AGREEMENTS THAT REQUIRE TWO OR MORE SIGNATURES TO ACCESS YOUR ACCOUNTS OR THE FUNDS THEREIN, ANY ADMINISTRATOR OR AUTHORIZED USER ALONE CAN ACCESS THE ACCOUNTS AND INITIATE BANKING TRANSACTIONS USING THE SERVICES THROUGH BOB. YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL BE BOUND BY ANY AND ALL TRANSACTIONS INITIATED THROUGH THE USE OF SUCH ONLINE BANKING ID AND PASSWORD, WHETHER AUTHORIZED OR UNAUTHORIZED, AND BY ANY AND ALL TRANSACTIONS AND ACTIVITY OTHERWISE INITIATED BY YOU, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. You further acknowledge and agree that the Online Banking ID and Password are not designed to detect error in transmission or content of communications or transaction initiated hereunder, and that you bear the sole responsibility for detecting and preventing error.

- b. You understand and acknowledge that any Administrator shall have the ability to control security levels such as Service access and transaction limits, including, without limitation, the ability to assign dollar amount limits for Transfer or Payment of funds.
- c. If your Administrator(s) or Authorized Users authorizes other persons/entities to use his/her Online Banking ID and/or Password in any manner, such authorization will be considered unlimited in amount and manner until you have changed the Administrator(s) or Authorized Users Online Banking ID or Password. We will not be liable for and will not reimburse you for any losses that may occur as a result of this use of an Administrator(s) or Authorized Users Online Banking ID and/or Password.
- d. You agree to notify us immediately, according to notification procedures prescribed by us, if you require assistance in reassigning the Administrator function.
- e. **Additional Security Responsibilities Applicable to All Business Users:** You agree that the following additional security responsibilities shall govern the use of the Services:
  - i. You agree that in addition to any other Customer Security Responsibilities outlined in this Agreement or the Account Agreements, you are responsible for ensuring all Online Banking IDs and Passwords and any other security or access codes are kept strictly confidential and are not provided to or shared with any unauthorized parties. You agree that your Administrators or Authorized Users shall each have their own unique Online Banking ID and Password. You agree to notify us immediately, by calling the Customer Service Center at 877-668-2265 if you believe that any Online Banking ID and/or Password or other security code has been lost, stolen, compromised, or otherwise becomes known to an unauthorized person(s) or if you believe that any transaction or activity is unauthorized or in error. We shall not be liable to you or any third party for any loss incurred as a result of your failure to notify us. You agree to indemnify, defend, and hold Bank harmless from any loss, damages, or expenses, including, but not limited to attorney's fees, caused by your, your employees', or your



Administrators or Authorized Users failure to keep the Online Banking ID and Password or other security codes confidential and secure.

- ii. Your use of the Service constitutes your agreement that the Security Responsibilities outlined in this Agreement are commercially reasonable. You acknowledge and agree that these Security Responsibilities are not designed to detect errors in the content of instruction and Transactions. You also understand and agree that these Security Responsibilities, even when properly implemented by use and by you, do not provide a guarantee against unauthorized access to information or unauthorized transactions. Accordingly, you agree to assume risks in connection with the establishment and/or use of the Service. Without limiting the generality of the foregoing, you agree that if Account information is accessed, or if an instruction is made (such as a transfer or payment), by a person using your Online Banking ID and Password or other protected information, we may treat that access request or instruction as being authorized by you if we follow the requirements outlined in this section (even if it was not actually authorized by you), and you agree to be bound by any transactions implemented by those instructions, subject to Applicable Law.

**YOU ACKNOWLEDGE AND AGREE THAT ANY ELECTION YOU MAKE TO WAIVE, CHANGE, OR DISREGARD THE SECURITY RESPONSIBILITIES ASSOCIATED WITH THE SERVICE ARE AT YOUR SOLE RISK. YOU FURTHER AGREE THAT ANY PAYMENT, TRANSFER OR OTHER REQUEST PROCESSED OR PURPORTED TO BE PROCESSED BY YOU BY WAIVING, CHANGING OR DISREGARDING THE SECURITY RESPONSIBILITIES SHALL BE TREATED AS AUTHORIZED AND YOU SHALL BE RESPONSIBLE FOR ALL LOSS RESULTING IN WHOLE OR IN PART FROM SUCH WAIVER.**

- iii. You agree to adopt and implement your own commercially reasonable policies, procedures, and system to provide security to information being transmitted and to receive, store, transmit and destroy data or information in a secure manner to prevent loss, theft or unauthorized access to data or information ("Data Breaches"). You also agree that you will promptly investigate any suspected Data Breaches and monitor your system regularly for unauthorized intrusions. You will provide timely and accurate notification to us of any Data Breaches, when known or reasonably suspected by you and will take all reasonable measures, which may include, without limitation, retaining competent forensic experts, to determine the scope of data or transactions affected by the Data Breaches and promptly provide such information to us.
- iv. **THE ONLINE BANKING IDS AND PASSWORDS ARE CONFIDENTIAL AND SHOULD ONLY BE DISCLOSED TO INDIVIDUALS WHO ARE REQUIRED TO KNOW THEM. YOU AGREE TO SAFEGUARD THE ONLINE BANKING IDS AND PASSWORDS AND MAKE THEM AVAILABLE ONLY TO DESIGNATED INDIVIDUALS. YOU HAVE THE SOLE RESPONSIBILITY TO INSTRUCT THOSE INDIVIDUALS THAT THEY MUST NOT DISCLOSE OR OTHERWISE MAKE AVAILABLE TO UNAUTHORIZED PERSONS THE ONLINE BANKING IDS AND PASSWORDS. YOU HAVE THE SOLE RESPONSIBILITY TO ESTABLISH AND MAINTAIN YOUR OWN SECURITY PROCEDURES TO ENSURE**

THE CONFIDENTIALITY OF ANY PROTECTED ACCESS TO THE ONLINE BANKING  
IDS AND PASSWORDS.

- f. **Limitation of Liability:** Except as otherwise provided under Applicable Law or in this Agreement, our liability to you in connection with the Service will be limited to the actual Losses sustained by you, and only to the extent such losses are a direct result of our gross negligence, willful misconduct, or bad faith. **IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. NOR WILL WE BE LIABLE FOR DAMAGES THAT YOU MAY SUFFER OR INCUR IN CONNECTION WITH THE SERVICE INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, LOST EARNINGS OR PROFITS, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM OUR ACTS, OR FOR ANY INDEMNIFICATION CLAIM, WHETHER CONTRACTUAL, EQUITABLE OR OTHER, REGARDLESS OF WHETHER THE LIKELIHOOD OF SUCH CLAIM, LOSS OR DAMAGE WAS KNOWN BY US AND REGARDLESS OF THE BASIS, THEORY OR NATURE OF THE ACTION ON WHICH A CLAIM IS ASSERTED.** Except to the extent otherwise required or provided in this Agreement or by Applicable Law, our aggregate liability to you for all Losses incurred in connection with any single claim shall not exceed the amount equal to the monthly billing to you for the Service over the six (6) month period immediately preceding the date on which the damage or injury giving rise to such claim is alleged to have occurred.

You agree and acknowledge that the limitations of liability set forth in this section and the indemnification obligations set forth below, as well as elsewhere in this Agreement, represent a bargained for allocation of risk and liability, and the parties agree to respect such allocation of risk and liability. You acknowledge and agree that we would not enter into this Agreement without the limitations of liability and indemnification obligations set forth in this Agreement. The limitations of liability contained in this Agreement shall survive the termination of this Agreement.

- g. **Business Account Statements:** You will continue to receive your normal Account statements which outline the transactions on your Accounts, including those you initiate through the Service. It is your responsibility to carefully review your statements to detect any unauthorized transactions. In addition to any other provisions contained in this Agreement regarding authorization of transactions under the Services, unless otherwise required by Applicable Law, all transactions shall be deemed to be authorized by you fourteen (14) days after we sent or made available to you a statement showing the transaction. You may dispute a transaction by providing written notice to us prior to the expiration of the fourteen (14) day period. You agree to promptly notify us to changes to your address. A copy of any documentation provided to you that indicated an EFT was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.
- h. **Your Representations, Warranties, and Covenants:** By enrolling in the Service, you represent and warrant that:
- i. You have completed all internal actions necessary to enroll in the Service;

- ii. You have provided us with all documents necessary to evidence your ability to request and enroll in the Service;
  - iii. The documents you provide to us are duly authorized, true, accurate, and complete;
  - iv. Every person named as an Authorized Representative is duly authorized and has complete and full authority to bind you in all transactions involving the Service;
  - v. You have procured any and all required licenses and filings regarding your business, including, but not limited to, any filings for trade names under which you may conduct business;
  - vi. You will use the Service for business and/or commercial purposes only, and you will not use them for personal, family, or household purposes; and
  - vii. Subject to Applicable Law, this Agreement constitutes your valid and legally binding obligation, enforceable against you in accordance with its terms.
- i. **ARBITRATION AND WAIVER OF JURY TRIAL:** YOU AND THE BANK AGREE THAT THE TRANSACTIONS PROCESSED UNDER THIS AGREEMENT INVOLVE “COMMERCE” UNDER THE FEDERAL ARBITRATION ACT (“FAA”). ANY CONTROVERSY OR CLAIM BETWEEN YOU AND THE BANK, OR BETWEEN YOU AND ANY OF THE BANK’S OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO ANY SERVICE PROVIDED UNDER THIS AGREEMENT, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT (COLLECTIVELY, ANY “CLAIM”), WILL BE SETTLED BY BINDING ARBITRATION UNDER THE FAA. THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (“THE ARBITRATION RULES”). IF A CLAIM IS SUBMITTED TO ARBITRATION, (A) YOU WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (B) YOU WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (C) YOU WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE; (D) THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL; AND (E) THIS AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU AND THE BANK. THIS AGREEMENT TO ARBITRATE DISPUTES WILL SURVIVE THE CLOSING OF YOUR ACCOUNT AND THE TERMINATION OF THIS AGREEMENT.

## **Part 5 – General Terms and Conditions for Consumer and Business Accounts**

This Part 5 applies to both Consumers and Businesses and describes the general terms and conditions applicable to all Services.

1. **Compliance:** By accepting the terms of this Agreement, you agree to comply with:
  - a. Any and all applicable Account Agreements;
  - b. All Applicable Laws, rules, regulations, and orders including those related to the National Automated Clearing House Association (“NACHA”), the Uniform Commercial Code (“UCC”), the U.S. Department of Treasury’s Office of Foreign Assets Control

("OFAC") requirements, and all Applicable Laws, rules, and regulations administered by the U.S. Department of Treasury's Financial Crimes Enforcement Network ("FinCEN").

2. Customer Identification Program: You agree to provide to us information upon request before provision of the Services, as required by Applicable Law or our policies and procedures related to customer identification. If you are a Business Customer, this information may include official certificates of authority authorizing you to enter into this Agreement.
3. Transaction Limits: We may request certain financial information from you from time to time to enable us to establish transaction limits. You agree to provide such information upon request. If we determine that providing you with the Service will result in an unacceptable credit risk, or will cause us to violate a law, rule, regulation or ordinance, we may, in our sole and exclusive discretion, without prior notice (unless required by Applicable Law), limit your transaction volume, dollar amount, or terminate all of the Services that are being provided to you.
4. Overdrafts; Set-Off: Please see the applicable Deposit Account Agreement for information regarding Overdrafts and our right of Set-Off.
5. Computer Requirements: You are responsible for obtaining, installing, maintaining and operating all software, hardware, or other equipment necessary (collectively, "Access Device Systems") necessary for you to access and use the Service. This responsibility includes, without limitation, your utilizing up to date web-browsers and Access Devices and the best commercially available encryption, antivirus, anti-spyware, and Internet security software. You are additionally responsible for obtaining Internet service via an Internet service provider of your choice, for any and all fees imposed by such Internet service provider, and any associated communications service provider charges. You acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risk, including, but not limited to those we may disclose in our educational materials. You acknowledge that you are responsible for data security of the Systems used to access the Service, and for the transmission and receipt of information using such System. You acknowledge that you have requested the Service for your convenience, have made your own independent assessment of the adequacy of the Internet and Systems and that you are satisfied with that assessment. The Bank shall have no responsibility for failures, interruption or other defects in the Services, which arise from the malfunction or failure of the Internet or your Systems nor are we responsible for notifying you of any upgrades, fixes, or enhancements to, or for providing technical or other support for your Systems. The Bank may add to, modify, or replace software programs used in conjunction with providing the Services under this Agreement at its sole discretion and without notice, provided Services rendered to you are not substantially negatively affected or obligations altered.
6. Our Third Parties: You acknowledge and agree that the Services are provided by independent third party service providers ("Vendor") as selected by the Bank, and that both the Vendor and the Services are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or the Bank. Neither the Bank nor the Vendor is responsible for the actions or omissions of the other.
7. Your Right to Terminate: You may terminate your subscription to the Services at any time upon giving written notice of the termination to the Bank. If you terminate any of the Services, you

authorize the Bank to continue making transfers you have previously authorized and continue to charge any applicable monthly fees until such time as the Bank has had a reasonable opportunity to act upon your termination notice, in general this will be within three (3) Business Days of our receipt of a request to terminate. Once the Bank has acted upon your termination notice, the Bank will make no further transfers from your accounts, including any transfers you have previously authorized.

8. Our Right to Terminate: The Bank may immediately terminate this Agreement for any reason and at any time without notice unless otherwise required by Applicable Law. If the Bank terminates your use of Online Banking, the Bank reserves the right to make no further transfers from your accounts, including any transactions you have previously authorized.
9. Changes in Terms: We may change the terms of this Agreement, and the fees associated with the use of the Service at any time without notice to you, unless required by Applicable Law. All changes are effective on the date provided in the notice if required by Applicable Law, otherwise all changes are effective immediately. If a change is in your favor (such as the termination or reduction of a fee), we may provide such notice after the change becomes effective. We will post any required notices of the changes in terms on the Online Banking website or forward it to you by email, or regular mail, as required by Applicable Law. Your continued use of any or all of the subject Services indicates your acceptance to the change in terms. We reserve the right to waive, reduce, or reverse charges or fees in individual situations. You acknowledge and agree that the applicable Account Agreements and associated disclosures govern changes to fees to specific Accounts, including changes to those fees set forth in the fee schedule.
10. Indemnification: Except as otherwise prohibited or limited by Applicable Law, you agree to indemnify and hold us harmless from any and all Losses (including, without limitation, reasonable attorney fees and disbursements in connection with any investigation, administrative or judicial proceeding, whether or not we are designated as a party thereto) which may be incurred by us due to a third party claim against us relating to or arising from:
  - a. a claim by any person that we are (1) responsible for any act or omission of yours or (2) your payment order contravenes or compromises the rights, title or interest of any third party or contravenes any law, rule, regulation, ordinance, court order or other mandate or prohibition with the force or effect of law;
  - b. your failure to observe and perform your obligations under this Agreement or any wrongful act by you or your affiliates;
  - c. a breach by you of any of the warranties, representations, covenants or agreements laid out in this Agreement;
  - d. action taken by us in reasonable reliance on information provided to us by you or any affiliate or subsidiary of you; and
  - e. any legal action that we respond to or initiate, including interpleader action we commence, involving your Account(s) including without limitation, any state or federal legal process, writ of attachment, execution, garnishment, tax levy or subpoena.The indemnification provisions contained in this section shall survive the termination of this Agreement.
11. Notices, Errors or Questions Regarding Your Electronic Transactions: In case of errors or questions or if you think your Online Banking ID or Password has been compromised, or your

account information is wrong, or if you need more information about a transaction listed on your statement, receipt of online banking history, telephone us at once at 877-668-2265, or as soon as you can, write to:

Brookline Bank  
Attn: Electronic Banking  
P.O. Box 470469  
Brookline, MA 02447-0469  
Phone: 877-668-2265  
Email: customerservice@brkl.com

12. Lost or Stolen Online Banking ID or Password: If you believe your Online Banking ID and Password or other security credentials have been stolen or compromised, or if you believe someone has transferred or may transfer money from your Account without your permission, it is your responsibility to notify us immediately. If you give someone else your Online Banking ID and Password you are authorizing that person to use your Service, and you are responsible for all Online Transactions the person conducts using the Service. All transactions, even those you did not intend or want performed, are authorized transactions. Once you notify us that the person is no longer authorized, following a reasonable period for us to act, then the transactions the person performs after you notify us are considered unauthorized. Transactions conducted by you or someone you authorize which are conducted with fraudulent intent are also authorized transactions. For your own protection, you should sign off after every Online Banking session.
13. Electronic Mail: You agree and acknowledge that traditional e-mail may not be secure, and therefore, you agree to send us e-mail communications only through the secure messaging service in the Online Banking System. We cannot otherwise act on instructions sent by you from an external email address. We may not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate with us immediately, such as to report a compromised or stolen Online Banking ID and Password. We will not take actions based on your e-mail requests until we actually receive the request and have a reasonable opportunity to act. For immediate assistance, please contact our Customer Service Line at 877-668-2265.
14. Intellectual Property: Using the Services does not give you ownership of any intellectual property rights in the Services or the content you access. You may not use content from the Services unless you obtain permission from us or are otherwise permitted by law. This Agreement does not grant you the right to use any branding or logos used in the Services. You must not remove, obscure, or alter any legal notices displayed in or along with the Services.
15. No Warranties: EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE BANK MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO YOU OR TO ANY OTHER PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY SERVICES TO BE PERFORMED

PURSUANT HERETO. YOU UNDERTAND AND AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK AND THE SERVICE IS PROVIDED "AS IS".

16. Additional Limits on Liability: YOU AGREE THAT THE BANK SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY YOU OF ANY SERVICE EVEN IF YOU, THE BANK OR BANK'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, THE BANK'S LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM THE BANK'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IF YOUR USE OF THE SERVICE IS NOT PRIMARILY FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES, IN NO EVENT WILL THE BANK BE LIABLE TO YOU FOR AN AMOUNT GREATER THAN THE FEES ACTUALLY PAID BY YOU AND RECEIVED BY THE BANK DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM FIRST OCCURED, WHICH SHALL BE DETERMINED BY THE EARLIER OF THE DATE WHEN YOU FIRST BECAME AWARE OF THE CLAIM OR THE DATE WHEN, THROUGH THE EXERCISE OF REASONABLE CARE, YOU REASONABLY SHOULD HAVE BECOME AWARE OF THE CLAIM.

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY THE BANK ON AN "AS IS" BASIS.

THE BANK MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESSED OR IMPLIED, TO YOU AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR COMPUTER SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, YOUR MOBILE DEVICE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF THE BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR COMPUTER HARDWARE OR SOFTWARE, MOBILE DEVICE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY THE BANK TO YOU IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO THE BANK OR FROM THE BANK TO YOU. THE BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR COMPUTER HARDWARE OR SOFTWARE.

YOU UNDERSTAND THAT THERE ARE RISKS ASSOCIATED WITH THE USE OF A MOBILE DEVICE, AND THAT IN THE EVENT OF THEFT OR LOSS, YOUR CONFIDENTIAL INFORMATION COULD BE COMPROMISED.

THE BANK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR MOBILE DEVICE HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY SOFTWARE OR

HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY BANK TO YOU IN CONNECTION WITH THIS AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO BANK OR FROM BANK TO YOU. BANK SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR MOBILE DEVICE HARDWARE OR SOFTWARE.

17. Virus Protection: You understand and agree that neither we nor our Service Providers are responsible for or have any liability for any electronic viruses that you may encounter using the Services. We encourage you to routinely scan your computer and maintain appropriate virus software protections.
18. Your Instructions: We reserve the right to refuse to follow any instructions from you that may expose us to potential liability. We will not have any liability to you if we refuse to follow your instructions in these situations. In the event we decide to follow your instructions in these situations, we reserve the right to request appropriate protections such as an indemnity agreement or surety bond. We may follow your instructions, whether oral, written, or electronic in our sole discretion.
19. Prohibited Transactions: You agree not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any Applicable Law, rule or regulation, (b) to breach any contract or agreement by which you are bound, or (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in you being or becoming a “money service business” as defined in the Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. You acknowledge and agree that the Bank has no obligation to monitor your use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that the Bank reserves the right to decline to execute any transaction or activity that the Bank believes violates the terms of this Agreement.
20. Disclosure of Information: Information about you, your Accounts, or your transactions will not be disclosed except as provided in this Agreement, the Account Agreements, and our Privacy Notice and as required by Applicable Law.
21. Notices: When you send us a notice it is effective only upon receipt by us. If we have provided a specific address for notice, you must use such address for notice to be effective. You agree and authorize us, except to the extent prohibited or limited by Applicable Law, to send you any notice or communication pursuant to the Service or this Agreement to your mailing address or your e-mail address as it appears on our records or electronically by posting the notice to the Service’s website, on an Account Statement, or via facsimile and that such notice or communication will be effective and deemed delivered when provided to you in such a manner. You agree to notify us promptly as to any change in your mailing address or email address and acknowledge and agree that such changes will not be effective until we have had a reasonable opportunity to act on the notice. You agree that we may consider such notices as given to all Account owners when it is given to any one Account owner.
22. Force Majeure: The Bank shall not be responsible for any liability, loss, or damage resulting from the Bank’s failure to perform any Service or to perform any other obligations under this Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric



conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Bank's control.

23. Documentation: The parties acknowledge and agree that all documents evidencing, relating to, or arising out of the parties' relationship may be scanned or otherwise imaged and electronically stored and those originals (including those manually signed) may be destroyed. The parties agree to treat such imaged documents as original documents and further agree that such reproductions and copies may be used and introduced as evidence at any legal proceedings relating to this Agreement.

24. Entire Agreement; Integration: The parties agree that this Agreement and any amendments hereto, and any and all documents incorporated by reference, represent the entire agreement between the parties with respect to the Service and supersede any prior oral or written understandings between the parties relating to the Service. There may be other associated agreements such as for external transfers and e-statements which are not addressed here, and you must agree to prior to using the applicable service.

Notwithstanding the foregoing, this Agreement is in addition to any other agreements and disclosures between you and us. Provisions in other agreements and disclosures, including our Personal Deposit Account Agreement and Business Deposit Account Agreement applicable to your Account(s) may be revised from time to time and remain in effect for all other aspects of the Accounts. If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between the parties, the terms of this Agreement will control on issues related to the Services. If you are a Consumer, the Electronic Funds Transfer and Disclosure Statement included in your Personal Deposit Account Agreement or otherwise provided to you when you opened your Account, as amended from time to time, will control.

25. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable as written, that provision shall be interpreted so as to achieve, to the extent permitted by Applicable Law, the purposes intended by the original provision, and the remaining provisions of this Agreement shall remain in full force and effect. If any portion of Applicable Law that we are subject to invalidates or modifies a portion of this Agreement, then this Agreement or that portion shall be deemed to be amended to the extent necessary to comply with Applicable Law and we will incur no liability to you as a result of our compliance with such Applicable Law.

26. Assignment and Delegation: You cannot transfer or assign any rights or obligations under this Agreement without the Bank's written consent. The Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party.

27. Successors: This Agreement shall be binding upon and inure to the benefit of the parties and the parties' successors and permitted assigns.

28. Non-Waiver: No waiver by the Bank (whether or not in writing) of any term, condition, or obligation of you under this Agreement shall bind the Bank to waive the same term, condition,

or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.

29. Governing Law: These terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law provisions and without regard to your state of residence.
30. Beneficiaries: This Agreement is for the benefit of the undersigned or otherwise designated parties and is not intended to and shall not be construed as granting rights to or otherwise benefit any other person.
31. Recording of Communications: Except as otherwise required by Applicable Law, the parties agree that telephone conversations or data transmissions between them made in connection with this Agreement may be recorded and retained by either party by use of any reasonable means.
32. Relationship: The parties are not licensors, partners, joint ventures or agents of each other as a result of this Agreement.
33. Headings and Captions; Interpretation: The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain, or modify this Agreement or its interpretation, construction, or meaning.