

## Business Online Banking Agreement

**THIS BUSINESS ONLINE BANKING AGREEMENT** (this “**Agreement**”) is by and between Cambridge Savings Bank (“**Bank**”) and the deposit account customer (“**Customer**”) enrolling in the Business Online Banking Service. If Customer enrolls, Bank agrees to provide the Service to Customer in accordance with the terms of this Agreement. This Agreement shall be effective when agreed upon in writing by both parties.

### TERMS AND CONDITIONS

**1. Definitions.** Capitalized terms used in this Agreement, unless otherwise defined herein or therein, shall have the meanings set forth below:

“*Account(s)*” means any Deposit Account(s) and/or Credit Account(s), as further defined herein, used in connection with the Service.

“*Account Agreement(s)*” means, collectively, the terms and conditions of any Deposit Account Agreement(s), Credit Account Agreement(s), Fee Schedules, and any other agreements, disclosures and other documents issued by Bank and governing Customer’s deposit or credit relationship with Bank, as the same may be amended from time to time.

“*Administrator(s)*” means Primary Administrator(s) or any other person(s) authorized to act on behalf of the Primary Administrator(s).

“*Affiliate(s)*” means, with respect to any party, any company controlled by, under the control of or under common control with such party.

“*Authentication Devices*” means collectively any and all security, biometric, identification and authentication mechanisms, including, without limitation, security codes or tokens, PINs, one-time passcodes, electronic identities or signatures, encryption keys and/or individual passwords, as may be associated with or necessary for Customer’s access to and use of the Service from time to time.

“*Authorized Representative*” means an Authorized Signer or other person designated by Customer, including Customer when Customer is a sole proprietorship, as an individual authorized to act on behalf of Customer with respect to certain matters and/or authorized to access and use the Service, as evidenced by copies of resolutions from Customer’s board of directors or other governing body, if any, or other certificate or evidence of authority satisfactory to Bank.

“*Authorized Signer*” means the individual designated by Customer on the Resolution for Business Accounts at account opening who is responsible for setting up and/or disabling Customer’s Primary Administrator(s) and Authorized Representatives. Authorized Signer is also responsible for setting up the Service(s) and must contact Bank to disable any Service.

“*Authorized User*” means any person that Customer’s Authorized Signer or Administrator designates as being authorized to access or use the Service on Customer’s behalf.

“*Available Funds*” means the dollar amount of money in a Deposit Account that is currently available for use. It considers all collected funds on deposit, all posted transactions, certain electronic transactions, any holds placed on the Deposit Account due to uncollected funds, pending deposits, or withdrawals, and any overdraft or other credit line balance associated with the Deposit Account. Please refer to Bank’s Funds Availability Policy, as set forth in the Deposit Account Agreement (defined below) for more information.

“*Business Day*” means every Monday through Friday, excluding Bank holidays. Saturday and Sunday are not Business Days for purposes of this Agreement even if Bank is open for business on such days. In the absence of specific reference to Business Days, any reference to days in this Agreement shall mean and be referred to as calendar days.

“*Business Online Banking Service*,” “*Online Banking*,” “*Online Banking Service*” and the “*Service*” mean Bank’s Internet-based electronic banking information delivery and transaction initiation system, as may be offered by Bank to its business, commercial or non-consumer customers from time to time and as further described in this Agreement.

“*Credit Account(s)*” means any line of credit, term loan or commercial or investment mortgage that Customer maintains with Bank that was established primarily for business, commercial or non-consumer purposes.

“*Credit Account Agreement(s)*” means, collectively, the promissory notes, credit agreements, mortgages and any other documents, disclosures or agreements that Customer executes or otherwise agrees to that establish Customer’s rights and responsibilities under and otherwise provide the terms and conditions of Customer’s Credit Accounts with Bank, each as may be amended from time to time.

“*Deposit Account(s)*” means any checking, money market or savings Account, certificate of deposit or other deposit Account that Customer may have with Bank that was established primarily for business, commercial or non-consumer purposes.

“*Deposit Account Agreement(s)*” means, collectively, the Bank’s “*Understanding Your Deposit Account Handbook for Business Accounts*,” Fee Schedule, and any other documents, disclosures or agreements that Customer executes or otherwise agrees to that establish Customer’s rights and responsibilities under and otherwise provide the terms and conditions of Customer’s Deposit Accounts with Bank, each as amended from time to time.

“*Fee Schedule*” means, at any given time, Bank’s then current “*Account Fee Schedule*” applicable to the Deposit Account(s) opened by Customer and maintained with Bank as referenced in “*Understanding Your Deposit Account Handbook for Business Accounts*.”.

“*Primary Account*” means the Account designated by Customer to which any direct Service fees due to Bank may be charged in accordance with this Agreement. Unless otherwise agreed upon in writing by Bank, the address for Customer associated with the Primary Account shall be the address to which all notices and other communications concerning the Service may be sent by Bank.

“*Primary Administrator(s)*” means Customer’s employee(s) or other person(s) that is designated by Customer’s Authorized Signer(s) as authorized and enabled by Bank to act on Customer’s behalf with respect to the administration of the Services.

“*Set-Up Form(s)*” means any Bank form(s) and associated documents utilized and/or required by Bank in conjunction with the initial set-up and implementation of the Service for Customer.

“*Substitute Check*” has the meaning given to it Section 3(16) of the *Check Clearing for the 21<sup>st</sup> Century Act* (“Check 21”), P.L. 108-100, 12 U.S.C. § 5001(16).

## **2. Business Online Banking Service.**

**2.1 Access.** To use Online Banking, Customer must have a computer with access to the Internet and an email address. Upon enrolling in Online Banking, Customer will gain access to the basic features of Online Banking. Access to Customer’s Accounts through Online Banking will be based upon the identification of Authorized Users and authority levels specified by Customer at enrollment. Except as may otherwise be set forth in this Agreement, Bank shall have no responsibility or obligations whatsoever to monitor transactions through Online Banking to determine that they are made by or on behalf of Customer.

### **2.2 Administrators and Authorized Users.**

2.2.1 Customer, through its Authorized Signer(s), shall designate one or more Primary Administrator(s) at enrollment, and may thereafter replace any Primary Administrator or designate one or more additional Primary Administrators. Customer is solely responsible for designating its Primary Administrator.

2.2.2 Any Primary Administrator(s) may designate other Administrators and/or Authorized Users. Notwithstanding the foregoing, Bank requires that Customer, through its Authorized Signer(s), designate at least one Primary Administrator. Customer accepts as its sole responsibility the Administrator’s designation of Authorized Users. Customer understands that Administrator(s) will control, and Customer authorizes Administrator(s) to control, access by Authorized Users of the Online Banking Service by instructing Bank to issue Authentication Devices. The Administrator(s) may, or the Authorized Signer(s) may instruct Bank to add, change or terminate Customer’s Authorized User(s) or de-activate an Authentication Device(s) from time to time and in their sole discretion. The Administrator(s) manage(s), or the Authorized Signers may instruct Bank to manage access by any of Customer’s Authorized Users to any of the Online Banking Service.

2.2.3 Customer will require each Administrator and each Authorized User to review and comply with all provisions of this Agreement. Customer acknowledges and agrees that it is fully responsible for the failure of any Administrator or any Authorized User to so comply. Customer is responsible for any payment, transfer and other use of the Online Banking Service and any charges incurred by any Administrator and any Authorized User, even if such Authorized User exceeds their authorization as established by Customer.

2.2.4 If an Authorized User authorizes other persons/entities to use the Authorized User’s Authentication Devices in any manner, such authorization will be considered unlimited in amount and

manner until Customer has notified Bank in writing, as set forth in Part I of this Agreement, that Customer has revoked the authorization and changed, or caused Bank to change, the subject Authorized User's Authentication Devices. Customer is responsible for any transactions made by such persons/entities until Customer provides such notification and Bank has had a reasonable opportunity to act upon the requested change. Bank will not be liable for and will not reimburse Customer for any losses that may occur as a result of this authorized use of an Authorized User's Authentication Devices.

2.2.5 Customer shall notify its Authorized Signer(s) of any changes in access to or use of the Online Banking Service by the Authorized User(s). Whenever a Primary Administrator leaves Customer's employ or Customer otherwise revokes a Primary Administrator's authority to access or use the Online Banking Service, Customer's Authorized Signer must disable the Primary Administrator's access to the Online Banking Service. Whenever an Authorized User leaves Customer's employ or Customer otherwise revokes an Authorized User's authority to access or use the Online Banking Service, a Primary Administrator must disable, or Authorized Signer must instruct Bank to disable the Authorized User's access to the Online Banking Service.

### **2.3 Authentication Devices; Security Procedures.**

2.3.1 Upon successful enrollment, Customer can access the Online Banking Service from Bank's designated website, using the Online Banking Service's Authentication Devices and security procedures applicable to Customer's access to and use of Online Banking, as described in **Schedule A** attached to this Agreement (hereinafter the "Security Procedures"). As further described in **Schedule A**, each Authorized User(s) will receive a User ID and a temporary password. An Administrator must set up access rights for each Authorized User(s). Each Authorized User(s) must change his or her temporary password upon his or her first login to the Online Banking site. The Administrator(s) and Authorized User(s) are required to change their individual passwords from time to time for security purposes.

2.3.2 Customer accepts as its sole responsibility the use, protection and maintenance of confidentiality of, and access to, the Authentication Devices. Customer agrees to take reasonable precautions to safeguard the Authentication Devices and keep them confidential. Customer agrees not to reveal the Authentication Devices to any unauthorized person. Customer further agrees to notify Bank immediately if Customer believes that the confidentiality of the Authentication Devices has been compromised in any manner.

2.3.3 The Authentication Devices identify and authenticate Customer (including the Administrator(s) and Authorized Users) to Bank when Customer accesses or uses the Online Banking Service. Customer authorizes Bank to rely on the Authentication Devices to identify Customer when Customer accesses or uses the Online Banking Service and as signature authorization for any payment, transfer or other use of the Online Banking Service. Customer acknowledges and agrees that Bank is authorized to act on any and all communications or instructions received using the Authentication Devices, regardless of whether the communications or instructions are authorized. Customer may not transfer any Authentication Device to any other person or entity.

2.3.4 Customer understands that access to the Online Banking Service will be denied if invalid Authentication Devices are used or if the user exceeds the number of invalid attempts allowed by Bank.

2.3.5 Customer acknowledges and agrees that the Authentication Devices and other Security Procedures applicable to Customer's use of the Online Banking Service and set forth in this Agreement

are a commercially reasonable method for the purpose of verifying whether any payment, transfer or other use of the Online Banking Service was initiated by Customer. Customer also agrees that any election Customer may make to change or waive any Security Procedures required or recommended by Bank is at Customer's risk and that any loss resulting in whole or in part from such change or waiver will be Customer's responsibility. Customer further acknowledges and agrees that the Authentication Devices are not intended and that it is commercially reasonable that the Authentication Devices are not intended to detect any errors relating to or arising out of a payment, transfer or any other use of the Online Banking Service.

## **2.4 Features of the Online Banking Service.**

2.4.1 By subscribing to the Online Banking Service, Customer will have access to the basic features of the Online Banking Service, which allow Customer to:

- (a) Perform transfers from Customer's checking, money market, savings Accounts and if applicable and subject to Bank approval, certain line of credit Account(s) to Customer's checking, money market, and savings Accounts, and perform payment transfers from Customer's checking, money market, and savings Accounts to certain Credit Account(s) (excluding SWAP loans) ("Internal Transfers");
- (b) Obtain checking, savings, certificate of deposit, money market and loan Account information (Customer understands that deposit balance figures may not reflect recent transactions and may include funds which are not available for immediate withdrawal);
- (c) Stop payment of checks written (Customer may refer to Bank's Fee Schedule for applicable fees);
- (d) Activate optional, voluntary Account alerts; and
- (e) Access electronic PDF versions of periodic Account statements and electronic transaction history in CSV format.

2.4.2 In addition to the Online Banking Service's basic features, additional features or modules related to the Online Banking Service may be offered from time to time by Bank, in its sole and exclusive discretion, including **but not limited** to the following:

(i) **Bill Payment.** Bill Payment transactions are subject to the terms and conditions of and require Customer's agreement to the terms and conditions set forth in the Bank's Bill Payment Service Appendix. The Bill Payment Service allows Customer to initiate payments or transfers either electronically or by check from a checking Account.

(ii) **Mobile Remote Deposit Capture.** Mobile Remote Deposit Capture transactions are subject to the terms and conditions of and require Customer's agreement to the terms and conditions set forth in the Bank's Mobile Remote Deposit Capture Service Appendix. The Mobile Remote Deposit Capture Service allows Customer to deposit checks electronically to a checking, money market, or savings Account.

2.4.3 Additional electronic banking services may be added by Bank from time to time in Bank's sole discretion. The use of certain features or modules related to the Online Banking Service may incur fees or other charges, which are disclosed in the Fee Schedule.

**2.5 Transaction Procedures: Internal Transfers.** Internal Transfers may be processed in three (3) different transaction modes as follows:

2.5.1 One-Time Transfers.

(i) One-Time Transfers initiated before 9:00 p.m. on any Business Day will be processed on the same Business Day, and those initiated after 9:00 p.m. on a Business Day or at any time on a day that is not a Business Day will be processed on the next Business Day.

(ii) Customer must have sufficient Available Funds (either in the Account or via an overdraft line of credit) on the day and at the time Customer requests the One-Time Transfer or electronic transaction. One-Time Transfers may not be canceled for any reason once Customer has ended Customer's Online Banking Service session, as funds are immediately deducted from Customer's designated Account.

2.5.2 Scheduled Future Transfers. If Customer designates an Internal Transfer as a Scheduled Future Transfer, Customer may request that the transaction be made on a future date that Customer may designate which is in advance of the Scheduled Initiation Date. The "Scheduled Initiation Date" will be the effective date Customer enters, or the previous Business Day should the effective date fall on a weekend or holiday. Customer must have sufficient Available Funds by 9:00 PM of the night before the Scheduled Initiation Date. Scheduled Future Transfers may be canceled up to one (1) Business Day in advance of the Schedule Initiation Date.

2.5.3 Recurring Transfers. If Customer designates an Internal Transfer as a Recurring Transfer, Customer may request, and Bank will use, a Scheduled Initiation Date that re-occurs on a specified regular basis (e.g., weekly, semi-monthly, monthly, etc.). Customer will designate a "start" and an "end" date. Customer must have sufficient Available Funds by 9:00 p.m. of the night before the Scheduled Initiation Date. Recurring Transfers may be canceled up to one (1) Business Day in advance of the Schedule Initiation Date.

2.5.4 Limits on Internal Transfers. Internal Transfers initiated through the Online Banking Service are subject to there being sufficient Available Funds in the affected Account to cover the transfer on the Scheduled Initiation Date. Except as provided herein, Internal Transfers are subject to the terms and conditions applicable to such Account as set forth in the governing Account Agreement. Bank reserves the right to limit the frequency and dollar amount of transfers for security reasons.

2.5.5 Account Designation. Customer will designate Accounts between which Customer may transfer funds electronically through the Online Banking Service. All of these Accounts must be in Customer's name (as owner or co-owner, except as may otherwise be approved by Bank in its sole and exclusive discretion) and be eligible for Internal Transfer. Eligible Accounts for Internal Transfer include checking, savings, and money market Accounts.

**2.5.6 Cut-off Time; Funds Availability.** Although Customer receives immediate provisional credit upon completion of an Online Banking Service session for One-Time Transfers made during that session, Customer must make Internal Transfers before 9:00 p.m. on a Business Day for those funds to be posted on an Account on the same Business Day and available for non-Online Banking Service transactions. Internal Transfers designated as One-Time Transfers made after 9:00 p.m. on a Business Day or on a non-Business Day will be available for the payment of non-Online Banking Service transactions on the next Business Day. All cut-off times stated in this Agreement or any Appendix are Eastern Time unless otherwise noted.

**2.5.7 Canceling or Modifying.** A One-Time Transfer cannot be canceled or modified. In order to cancel or modify a Future Internal Transfer or Recurring Internal Transfer, Customer must use the Online Banking Service and follow the instructions provided to Customer. Customer must cancel or modify the Future Internal Transfer or Recurring Internal Transfer using the Online Banking Service before the cut-off times described above.

**2.6 Stop Payment.** Subject to Bank's approval, Customer may elect to use the Online Banking Service to initiate a stop payment request for any check written on Customer's Accounts. Customer agrees that any stop payment request shall be null and void after six (6) months from the date of the order, or such earlier time as communicated by Bank to Customer. Customer agrees to provide all required information relating to stop payment requests. If Customer fails to provide Bank with complete information or if the information Customer provides is incorrect, Customer agrees that Bank shall not be responsible for any failure to stop payment on such item. Customer understands that if the stop payment request comes too late for Bank to have a reasonable time to act on it prior to paying, settling for, posting or becoming accountable for the check described in the request, then Customer's stop payment request shall be of no effect. Customer agrees not to make a claim against Bank if the check is paid through inadvertence, accident, oversight or if Bank is required to pay such check by a holder in due course or if by reason of such payment, other items drawn on Customer's Account(s) are returned insufficient. Customer agrees to indemnify and hold Bank harmless from and against any and all losses, damages and expenses, including court costs and attorney's fees, incurred by Bank due to Bank's refusal of payment of any check or other item in accordance with Customer's stop payment instructions. Unless otherwise provided in this Agreement, Customer may not stop payment of electronic fund transfers. Therefore, Customer should not employ electronic access for purchases or services unless Customer is satisfied that it will not need to stop payment. To cancel a stop payment request, Customer must call Bank at one of the phone numbers provided in **Section 2.14** of this Agreement.

**2.7 Balance Reporting.** This feature provides Customer with various online reports that display certain Account(s) balances, status summary and information detail that can be reviewed online and exported. This feature also provides online access to images of paid checks.

**2.8 Alerts.** The Online Banking Service provides optional, voluntary Account alerts associated with certain modules of the Online Banking Service that must be activated by Customer. Account alerts allow Customer to choose alert messages for Customer's Account(s). Bank may add new alert options from time to time, or cancel old alert options. If Customer has opted to receive an alert that is being canceled, Bank will notify Customer in accordance with the terms of this Agreement. Each alert has different options available, and Customer may select from among these options upon activation of Customer's alerts service.

Voluntary alerts are subject to the following:

(i) Electronic alerts will be sent to the email address or phone number (via text message) identified by Customer within Online Banking. If Customer's email address or phone number changes, Customer is responsible for updating that information, and such change(s) will apply to all of Customer's alerts.

(ii) Customer understands and agrees that Customer's alerts may be delayed or prevented by a variety of factors. Bank will use commercially reasonable efforts to provide alerts in a timely manner with accurate information. Bank neither guarantees the delivery nor the accuracy of the contents of any alert. Customer also agrees that Bank shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by Customer or any third party in reliance of an alert. Customer agrees that Bank is not responsible for any costs or fees incurred as a result of alerts direct by Customer.

Alerts are not encrypted. Bank will never include Customer's passwords or full Account number(s). However, alerts may include Customer's name and some information about Customer's Accounts, depending upon Customer's selection of specified alerts. Customer's employees who have access to the specified transmission address or number enables him/her to view the contents of these alerts.

Bank may charge a service fee for Account alerts, once activated. Such fee and the other service fees are disclosed in the Fee Schedule.

**2.9 Financial Management (FM) Software.** The Financial Management Software feature of the Online Banking Service ("FMS Service") allows Customer to use personal financial management software ("FMS Software") (e.g., Quicken®, or QuickBooks®<sup>[1]</sup>) to access the Online Banking Service and download Account information such as balance and transaction history. This **Section 2.9** sets forth additional terms and conditions that apply whenever Customer uses or permits any other person(s) or entity to use the FMS Service. The terms and conditions contained in this Section are limited to use of the FMS Service, and do not include use of products and services directly accessible through the Online Banking Service without the use of FMS Software. The Online Banking Service utilizes current releases of Quicken® and QuickBooks®, as may be made available from time to time from the respective software manufacturer. Customer is responsible for obtaining and maintaining any software that is required for operation of the FMS Service. Customer's use of the FMS Software is governed by the software license agreement(s) included with each software application. Customer must agree to the terms and conditions of the software license agreement(s) during the installation of the FMS Software on Customer's Computer. Customer is responsible for the correct set-up and installation of the FMS Software, as well as maintenance, updates and upgrades to the FMS Software and/or Customer's Computer. Bank makes no warranties nor accepts any liability for such software. Bank is not responsible for any problems related to the FMS Software itself, Customer's Computer or Customer's ability to connect using the FMS Software as described in this Agreement.

**2.9.1 The FMS Service.** Information about Account activity is synchronized between Customer's FMS Software and the Online Banking Service website. Customer may access such information directly through the Online Banking Service. Information via Customer's FMS Software may differ from the information that is available directly through the Online Banking Service. Information available directly

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through the Online Banking Service may not be available via Customer's FMS Software, may be described using different terminology, or may be more current than the information available via Customer's FMS Software. The method of entering instructions via Customer's FMS Software may also differ from the method of entering instructions directly through the Online Banking Service. Bank is not responsible for such differences, whether or not attributable to Customer's use of FMS Software.

2.9.2 Customer is responsible for all transfers and payments that Customer authorizes using FMS Software. If Customer permits other persons to access the Online Banking Service using FMS Software, Customer is responsible for all transactions it authorizes from Account(s) accessed via FMS Software. Customer must establish its own internal security procedures for employees that Customer authorizes to use the Online Banking Service via FMS Software and to prevent unauthorized use by other employees or persons.

2.9.3 This Agreement describes Bank's responsibility for completing transfers and payments, and any exceptions from liability for its failure to do so. These rules apply to Customer's transactions using FMS Software. Bank is not responsible for any problems that Customer may have using FMS Software to connect to the Online Banking Service if no known problem exists with Bank's systems that might impede such connectivity, or if the problem is due to Customer's software, Computer or Internet service. Customer should verify all Account data obtained and transactions executed on Customer's Accounts using FMS Software. Bank's records of transactions, instructions and communications regarding Customer's Accounts and use of the Online Banking Service supersede any records stored or created on Customer's Computer through the use of FMS Software. Customer is responsible for any and all obligations to any software vendor arising from Customer's use of that vendor's FMS Software.

**2.10 Authorization to Charge Accounts.** Customer authorizes Bank and Bank's processor(s) to provide the Online Banking Service to Customer, and, if applicable, authorizes Bank or Bank's processor(s) to initiate automated clearing house (ACH) debits or charges to Customer's designated Account(s) for any transactions accomplished through the use of the Online Banking Service, including the amount of any Internal Transfer that Customer makes and any charges for the Online Banking Service.

**2.11 Documentation and Verification of Transactions.**

2.11.1 Confirmation Numbers. Upon completion of a transaction using the Online Banking Service, a confirmation number will be given. Customer should record this number, along with the transaction amount in Customer's checkbook register (or other permanent record), as this will help in resolving any problems that may occur. No printed receipts are issued through the Online Banking Service.

2.11.2 Statements. Customer will not receive a separate Online Banking statement. Transfers to and from Customer's Accounts using Online Banking will appear on the respective periodic statements for each of Customer's Accounts. In addition to, but not in lieu of, Customer periodic statement(s) received by mail, an electronic PDF copy of Customer's periodic statement(s) will be available for viewing via the Online Banking Service. Such PDF version of the periodic statement(s) will be available for a period of at least twelve (12) months.

## 2.12 Customer Responsibilities; Security.

2.12.1 Customer is responsible for all transfers, payments or other Online Banking Service transactions that Customer authorizes to be made using the Online Banking Service.

2.12.2 Customer agrees not to disclose any proprietary information regarding the Online Banking Service to any third party (except to Customer's Administrator(s) and Authorized User(s)). Customer also agrees to comply with any operating, security and recognition procedures Bank may establish from time to time with respect to the Online Banking Service. Customer will be denied access to the Online Banking Service if Customer fails to comply with any of these procedures. Customer acknowledges that there can be no guarantee of secure transmissions over the Internet and that the Online Banking Service's Security Procedures are reasonable. Customer is responsible for reviewing the transaction reports Bank provides on-line and in Customer's monthly statements to detect unauthorized or suspicious transactions. In addition to any other provision hereof regarding authorization of transactions using the Online Banking Service, all transactions will be deemed to be authorized by Customer and to be correctly executed after Bank first provides Customer with a statement or online transaction report showing that transaction, unless Customer has provided written notice that the transaction was unauthorized or erroneously executed within the timeframes set forth in the Account Agreement(s).

**2.13. Disclosure of Account Information.** In accordance with Bank's privacy policy, Bank will disclose information to third parties about Customer's Account(s) or Customer's Online Banking transactions:

- (i) when it is necessary in order to complete transfers;
- (ii) to verify the existence and/or condition of Customer's Account(s) for a third party, such as a credit bureau or merchant;
- (iii) to comply with a government agency or court order or the request of a state or federal regulatory agency;
- (iv) if Customer gives permission to Bank; and
- (v) on a closed Account, if Bank believes Customer has mishandled it.

**2.14 Contacting Bank.** Customer may contact Bank to: (a) request a stop payment, (b) inquire about the receipt and/or amount of credits to Customer's Account(s), (c) notify Bank if Customer's Authentication Devices are lost or stolen, (d) notify Bank of unauthorized transactions appearing on Customer's statement, or (e) change Customer's mailing or email address. All Customer communications and inquiries, including without limitation all notices that are required or permitted to be given by Customer shall be made to Bank as follows:

*Postal Mail:* If Customer chooses to give written notice, Customer **must** write Bank at the following address:

Cambridge Savings Bank  
P.O. Box 380206  
Cambridge, MA 02238-9906

*Telephone:* Customer may contact Bank by telephone at 888.418.5626 (toll-free). For the Bank's hours of operation, please visit [www.cambridgesavings.com/contact](http://www.cambridgesavings.com/contact).

*Email:* Customer can contact Bank by email at [info@cambridgesavings.com](mailto:info@cambridgesavings.com), but Customer should never submit confidential or sensitive information, such as a social security number, account number, confidential identifier, personal identification number or password within the body of an email or any attachments thereto.

All written notices and communications shall be sent by first class mail, postage prepaid and addressed to Bank at the address provided above. All such notices shall be effective upon receipt.

**2.15 Hyperlinks.** Bank may elect to display one or more hyperlinks on the Online Banking Service website from time to time. A hyperlink is any highlighted words or phrases in a document that allows Customer to click through to another section of the same document or to another document on the Internet. A hyperlink may allow Customer to click through to a third party website over which Bank has no control. Bank disclaims any responsibility for the content, products and services provided at linked third party websites. Bank is not liable for any failure of the products or services advertised on third party websites. Customer should be aware that third party websites may have privacy policies that differ from Bank's; it is Customer's responsibility to review privacy policies at the linked third party websites to determine whether those policies are acceptable to Customer. The linked third party websites may provide less security than Bank's website.

**2.16 Hours of Access.** Online Banking is generally available seven (7) days a week, twenty-four (24) hours a day. Some or all features of Online Banking may not be available from time to time due to problems arising in connection with transmissions over the Internet, as well as emergency or scheduled system maintenance. Bank will post a notice of any extended periods of non-availability on the Online Banking site. Certain transactions posted outside normal business hours, such as those using the Bill Payment Service, will not take effect until the next Business Day.

**2.17 Overdrafts.** Customer agrees to initiate or schedule all transfers or payment transactions only when there is or will be sufficient Available Funds in the Account for that transfer or payment. The completion of any transfer or payment order is subject to sufficient Available Funds in the Account at the time the transaction is posted. If Customer's Account has insufficient Available Funds to perform any fund transfer Customer has requested for a given Business Day, Bank may either pay or return it. Bank is not required to provide notification to Customer in any form that the transfer or payment order was not honored, and it is Customer's responsibility to make other arrangements to facilitate the processing of the transaction or payment by other means, which may include rescheduling or reinitiating the transaction in Online Banking. Customer agrees to pay the outstanding overdraft and any fee(s) associated with the overdraft in accordance with Bank's Fee Schedule, whether the item is paid or returned. The honoring of one or more of Customer's overdrafts, however, does not obligate Bank to honor any future overdrafts. Bank may assess a fee to Customer's Account for processing an item that is presented for payment for which there are no funds, insufficient funds or unavailable funds. Please refer to the Fee Schedule for the amount of this fee. If Customer has an "Overdraft Protection" feature with Customer's Deposit Account, any check or debit that overdraws such Deposit Account will be honored up to Customer's available credit limit.

**2.18 Limits on Amounts and Frequency of Online Banking Transactions.** Transactions initiated through Online Banking may be limited in number or dollar amount. Bank reserves the right to limit the amount or number of any type of transaction for any customer at any time. Bank may limit the amount and or the number of transactions for any specific customer group or entity as Bank deems appropriate in its sole and exclusive discretion. Additional information regarding limitations on the amount of transfers can be found the applicable Deposit Account Agreement. Any transaction limitation that is disclosed in these documents, in other areas, or is part of the Fee Schedule may be applied to any and all transactions initiated in Online Banking. Bank may amend, change, or abolish transaction limits of any kind at any time. Bank will use commercially reasonable efforts to give prior notice of such changes, but is not bound to do so except where governed by applicable law. All transactions are subject, in addition to any limitations on dollar amount or amount, to internal review by Bank from time to time, including but not limited to the review of factors such as the sending Account, receiving Account, the amount of the specific transaction, the aggregate amounts of other transactions processed or ordered by the customer, fraud screening, and other factors that Bank deems applicable and appropriate. If Bank determines that there are risks associated with the transaction, Bank may delay or cancel the transaction. Bank may request additional information regarding the transaction before it is finalized or any funds are released. In addition, if a hold has been placed on the deposits made to an Account from which Customer wishes to transfer funds, Customer cannot transfer the portion of the funds held until the hold expires.

**2.19 Unauthorized Online Banking Service Transactions.**

2.19.1 Customer will notify Bank at once if Customer believes its Authentication Devices have been stolen or compromised. Customer's Administrator must instruct Bank to de-activate, and has the sole responsibility for instructing Bank to de-activate, any such Authentication Device(s). In addition, Customer will notify Bank at once if Customer believes someone has transferred or may transfer money from Customer's Account(s) without Customer's permission or if Customer suspects any fraudulent activity on Customer's Account. In no event will Bank be liable for any unauthorized transaction(s) that occurs with any Authentication Devices, unless otherwise provided by applicable law.

2.19.2 When Customer gives someone its Authentication Device(s), Customer is authorizing that person to use the Online Banking Service, and Customer is responsible for all transactions the person performs using the Online Banking Service. All transactions that person performs, even transactions Customer did not intend or want performed, are authorized transactions. Transactions that Customer or someone acting with Customer initiates with fraudulent intent are also authorized transactions. For Customer's protection, Customer should sign-off after every Online Banking Service session and close Customer's browser to ensure confidentiality.

**2.20 Fees / Charges.** Customer agrees to pay the Service Fees that may be associated with Customer's use of Online Banking as set forth in the Fee Schedule, as it may be amended from time to time. Customer agrees that all such Service Fees will be deducted from the checking Deposit Account designated as the Primary Account at enrollment. If Customer closes the Primary Account, Customer must contact Bank immediately to designate another Deposit Account as the Primary Account. Customer acknowledges and agrees to be responsible for all telephone and Internet service fees Customer may incur in connection with Customer's use of Online Banking.

**3. Covenants, Representations, Warranties and Acknowledgments.**

3.1 Customer represents, warrants and covenants that:

3.1.1 The individual executing this Agreement on behalf of Customer has been authorized by all necessary Customer action to sign this Agreement, to issue such instructions as may be necessary to carry out the purposes and intent of this Agreement and to enable Customer to receive each selected Service;

3.1.2 Customer shall notify Bank if Customer wishes to add, remove or otherwise change its Authorized Representative(s), and agrees to provide Bank with such other documentation reflecting the same as Bank may request, including, by way of example only, copies of resolutions from Customer's board of directors or other governing body, if any, or other certificates or evidence of authority satisfactory to Bank;

3.1.3 Each Authorized Representative whom Customer permits to access and use the Service is duly authorized by all necessary action on the part of Customer to (i) access the Account(s) and use the Service; (ii) access any information related to any Account(s) to which the Authorized Representative has access; and (iii) engage in any transaction relating to any Account(s) to which the Authorized Representative has access;

3.1.4 Customer shall take all reasonable measures and exercise all reasonable precautions to prevent the unauthorized disclosure or use of all Authentication Devices associated with or necessary for Customer's use of the Service as further described in this Agreement;

3.1.5 Customer is not a "consumer" as such term is defined in the regulations promulgated pursuant to the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., nor a legal representative of a "consumer;"

3.1.6 Customer shall use the Service only for its own lawful business or other Bank-approved purposes. Customer shall not use the Service for or on behalf of any third party, except as may otherwise be approved by Bank in its sole and exclusive discretion. Customer shall take all reasonable measures and exercise reasonable precautions to ensure that Customer's officers, employees and Authorized Representative(s) do not use the Service for personal, family or household purposes, or any other purpose not contemplated by this Agreement or otherwise approved by Bank; and

3.2 Customer acknowledges and agrees that Bank may unconditionally rely on the validity and accuracy of any communication or transaction made or purported to be made by an Authorized Representative in accordance with the terms of this Agreement.

3.3 Customer and Bank shall comply with (i) the Account Agreements, and (ii) all applicable laws, regulations, rules and orders, including without limitation all applicable National Automated Clearing House Association ("Nacha") operating rules and guidelines, the Uniform Commercial Code ("UCC"), the U.S. Department of the Treasury's Office of Foreign Asset Control ("OFAC") requirements, and all applicable laws, regulations and orders administered by the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN") (collectively the "Compliance Laws").

**4. Account Agreement.** Bank and Customer agree that any Account established by Customer in connection with the Service offered by Bank shall be governed by the Account Agreements. The Account Agreements are incorporated into this Agreement by reference and shall apply to Customer's use of the Service. If there is any conflict between the terms and provisions of this Agreement and the

Account Agreements, the terms and provisions of this Agreement shall govern, but only to the extent reasonably necessary to resolve such conflict.

## **5. Term and Termination.**

5.1 This Agreement shall be effective when (i) agreed to in writing by an Authorized Representative of Customer and accepted by Bank, and (ii) Customer delivers to Bank all documents and information, including any Set-Up Form(s) and electronic data reasonably required by Bank prior to commencing to provide the Service. Bank will determine the adequacy of such documentation and information in its sole discretion and may refuse to provide the Service to Customer until adequate documentation and information are provided.

5.2 This Agreement shall continue in effect until terminated by either party with thirty (30) calendar days' prior written notice to the other, provided that Customer may terminate this Agreement immediately upon its receipt of notice from Bank of a change in or amendment of the provisions of this Agreement or the Service that is not acceptable to Customer. Bank may continue to make payments and transfers that Customer has previously authorized; however, Bank is not under any obligation to do so. Bank will not be liable if it chooses to make any payment or transfer that Customer has previously authorized.

5.4 Notwithstanding the foregoing, Bank may, without prior notice, terminate this Agreement and/or terminate or suspend the Service provided to Customer pursuant hereto (i) if Customer or Bank closes any Account established in connection with the Service; (ii) if Bank determines that Customer has failed to maintain a financial condition deemed reasonably satisfactory to Bank to minimize any credit or other risks to Bank in providing the Service to Customer, including but not limited to the commencement of a voluntary or involuntary proceeding under the United States Bankruptcy Code or other statute or regulation relating to bankruptcy or relief of debtors; (iii) in the event of a material breach, default in the performance or observance of any term, or material breach of any representation, covenant or warranty by Customer; (iv) in the event of default by Customer in the payment of any sum owed by Customer to Bank hereunder or under any note or other agreement; (v) if there has been a seizure, attachment or garnishment of Customer's Account(s), assets or properties; (vi) if Bank believes immediate action is necessary for the security of Bank or Customer funds; (vii) in the event of termination of a third party contract by Customer or Bank which is necessary for the performance of the Service; or (viii) if Bank reasonably believes that the continued provision of the Service in accordance with the terms of this Agreement would violate federal, state or local laws or regulations or would subject Bank to unacceptable risk of loss. In the event of any termination hereunder, all Service Fees due Bank under this Agreement as of the time of termination shall become immediately due and payable. Notwithstanding any termination, this Agreement shall remain in full force and effect with respect to all transactions initiated prior to such termination.

## **6. Limitation of Liability; Disclaimer of Warranties.**

6.1 Except to the extent otherwise required by law, the liability of Bank in connection with the Service will be limited to actual damages sustained by Customer and only to the extent such damages are a direct result of Bank's gross negligence, willful misconduct or bad faith. In no event shall Bank be liable for any consequential, special or indirect loss or damage that Customer may suffer or incur in connection with the Service, including, without limitation, attorneys' fees, lost earnings or profits, loss or damage from subsequent wrongful dishonor resulting from Bank's 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 Bank and regardless of the basis, theory or nature of the action on which a claim is asserted. Except to the extent otherwise required by law, Bank's aggregate liability to Customer for all losses, damages, and expenses incurred in connection with any single claim shall not exceed an amount equal to the monthly billing paid by, charged to or otherwise assessed against Customer 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. Notwithstanding any of the foregoing, for transactions which are subject to Article 4A of the UCC, Bank shall be liable for such damages as may be required or provided under Article 4A or the Fedwire Regulations, as applicable, except as otherwise agreed in this Agreement. This Agreement is only between Bank and Customer, and Bank shall have no liability hereunder to any third party.

6.2 Notwithstanding the foregoing, if Customer incurs a loss pursuant to a transaction that Customer has properly processed through the Service, due to Bank's gross negligence or willful misconduct in the handling of such transaction, Bank will be responsible for returning any improperly transferred funds, with interest at the rate paid by Bank at such time on statement savings accounts, from the date of such error to, but not including, the date such funds are returned to the Account from which the funds were withdrawn and for directing to the proper recipient any payments or transfers that were previously misdirected or not completed. **RE-CREDITING OF CUSTOMER'S ACCOUNT AND RE-DIRECTING OF PAYMENTS AND TRANSFERS, AND INTEREST ONLY AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, SHALL CONSTITUTE BANK'S ENTIRE LIABILITY FOR INCOMPLETE OR INCORRECT PAYMENTS OR TRANSFERS, AND CUSTOMER AGREES THAT IT SHALL NOT BE ENTITLED TO ANY OTHER RECOVERY OR RELIEF.** At Bank's option, payment of such interest may be made by crediting an Account of Customer with Bank.

6.3 Except to the extent required by law, or as otherwise expressly provided in this Agreement, Bank shall not be liable for any loss, damage or injury caused by any act or omission of any third party; for any charges imposed by any third party; or for any loss, damage or injury caused by any failure of the hardware or software utilized by a third party to provide the Service to Customer.

6.4 Bank shall not be liable or responsible for damages incurred as a result of data supplied by Customer that is inaccurate, incomplete, not current or lost in transmission. It is understood that Bank assumes no liability or responsibility for the inaccuracy, incompleteness or incorrectness of data as a result of such data having been supplied to Customer through data transmission.

6.5 Bank is not liable for failing to act sooner than required by applicable law. Bank also has no liability for failing to take action if Bank had discretion not to act.

6.6 Bank shall not be responsible for Customer's acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or due authorization of any entry, funds transfer order or other instruction received from Customer) or the acts or omissions of any other person, including, without limitation, any Automated Clearing House processor, any Federal Reserve Bank, any financial institution or bank, any transmission or communication facility, any receiver or receiving depository financial institution, including, without limitation, the return of an entry or rejection of a funds transfer order by such receiver or receiving depository financial institutions, and no such person shall be deemed Bank's agent. Bank shall be excused from failing to transmit or delay in transmitting an entry or funds transfer order if such transmittal would result in Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or otherwise violating any provision of any risk control program of

the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In no event shall Bank be liable for any damages resulting from Bank's action or inaction which is consistent with regulations issued by the Board of Governors of the Federal Reserve System, operating circulars issued by a Federal Reserve Bank or general banking customs and usage. To the extent required by applicable laws, Bank will compensate Customer for loss of interest on funds as a direct result of Bank's failure to comply with such laws in executing electronic transfers of funds, if such failure was within Bank's control.

6.7 EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK, AND THE SERVICE IS PROVIDED "AS IS." BANK AND ITS SERVICE PROVIDERS AND AGENTS DO NOT MAKE AND EXPRESSLY DISCLAIM ANY WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, WITHOUT BREACHES OF SECURITY OR WITHOUT DELAYS. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE LIABILITY OF BANK AND ITS SERVICE PROVIDERS AND AGENTS IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW.

6.8 Bank and Customer acknowledge and agree that the limitations of liability in this **Section 6** are a bargained for allocation of risk and liability, and the parties agree to respect such allocation of risk and liability. Customer acknowledges and agrees that Bank would not enter into this Agreement without the limitations of liability set forth in this Section.

6.9 The provisions of this **Section 6** shall survive termination of this Agreement.

## **7. Indemnification.**

7.1 Except as otherwise expressly prohibited or limited by applicable law, Customer shall indemnify and hold Bank harmless from any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceedings, whether or not Bank shall be designated a party thereto) which may be incurred by Bank due to any third party claim against Bank relating to or arising out of:

(i) any claim of any person that (a) Bank is responsible for any act or omission of Customer or (b) a Customer 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;

(ii) any failure by Customer to observe and perform properly all of its obligations under this Agreement or any wrongful act of Customer or any of its Affiliates;

(iii) any breach by Customer of any of its warranties, representations, covenants or agreements;

(iv) any action taken by Bank in reasonable reliance upon information provided to Bank by Customer or any Affiliate or subsidiary of Customer; and



(v) any legal action that Bank responds to or initiates, including any interpleader action Bank commences, involving Customer or Customer's Account(s), including without limitation, any state or federal legal process, writ of attachment, execution, garnishment, tax levy or subpoena.

7.2 The provisions of this **Section 7** shall survive termination of this Agreement.

**8. Force Majeure.** Neither party shall bear responsibility for non-performance of this Agreement to the extent that such non-performance is caused by an event beyond that party's control, including, but not necessarily limited to, fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, lockout, strike, unavoidable accident, act of God, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order, decree or an emergency that prevents Bank or Customer from operating normally; provided, however, that notwithstanding any such event, Customer remains obligated to continue to follow all security procedures applicable to the Service.

**9. Documentation.** The parties acknowledge and agree that all documents evidencing, relating to or arising from the parties' relationship may be scanned or otherwise imaged and electronically stored and the originals (including manually signed originals) 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 including, without limitation, trials and arbitrations relating to or arising under this Agreement.

**10. Entire Agreement.** Bank and Customer acknowledge and agree that this Agreement and any amendments hereto, and all other documents incorporated by reference therein constitute the complete and exclusive statement of the agreement between them with respect to the Service and supersede any prior oral or written understandings, representations and agreements between the parties relating to the Service.

**11. Amendments.** Bank may, at any time, amend this Agreement, the Service or the Fee Schedule in its sole discretion and from time to time. Except as expressly provided otherwise in this Agreement, any such changes generally will be effective in accordance with the notice to Customer as described below. Customer will be deemed to accept any such changes if Customer accesses or uses the Service after the date on which the change becomes effective. Customer will remain obligated under this Agreement including without limitation, being obligated to pay all amounts owing hereunder, even if Bank amends this Agreement. Notwithstanding anything to the contrary in this Agreement, if Bank believes immediate action is required for the security of Bank or Customer funds, Bank may immediately initiate changes to any security procedures and provide prompt subsequent notice thereof to Customer.

**12. Severability.** If any provision of this Agreement shall be 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 continue intact. In the event that any statute, regulation or government policy to which Bank is subject and that governs or affects the transactions contemplated by this Agreement would invalidate or modify any portion of this Agreement, then this Agreement or any part thereof shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Customer as a result of Bank's compliance with such statute, regulation or policy.

- 13. Assignment and Delegation.** Bank may assign any of its rights or delegate any of its responsibilities in whole or in part without notice to or consent from Customer. Customer may not assign, delegate or otherwise transfer its rights or responsibilities under this Agreement without Bank's prior written consent, which consent Bank may grant or withhold in its sole discretion.
- 14. Successors.** This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.
- 15. Non-Waiver.** No deviation from any of the terms and conditions set forth or incorporated in this Agreement shall constitute a waiver of any right or duty of either party, and the failure of either party to exercise any of its rights hereunder on any occasion shall not be deemed to be a waiver of such rights on any future occasion.
- 16. Governing Law.** Any claim, controversy or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with federal law and, to the extent not preempted or inconsistent therewith, by the laws of the Commonwealth of Massachusetts.
- 17. Beneficiaries.** This Agreement is for the benefit only of the parties hereto, as evidenced by their signatures above, and is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other person.
- 18. Recording of Communications.** Customer and Bank agree that all telephone conversations or data transmissions between them or their agents made in connection with this Agreement may be recorded and retained by either party by use of any reasonable means.
- 19. Relationship.** Customer and Bank are not, and Customer and Bank's licensors are not, partners, joint venturers or agents of each other as a result of this Agreement.
- 20. Section Headings.** The section headings used in this Agreement are only meant to organize this Agreement and do not in any way limit or define Customer's or Bank's rights or obligations.

## SCHEDULE A

### SECURITY PROCEDURES

*Except as otherwise noted, the following security procedures are **required** for all Business Online Banking customers.*

**User ID:** This is the electronic identification, in letters and numerals, assigned to each Authorized User by Bank that will be used for log-in by Authorized Users.

**Password:** At set-up, Bank will provide individual, temporary passwords for each Primary Administrator. Each Primary Administrator will be required to change their individual password upon the first sign-on to a unique password known only to them. Each Authorizer User is advised to change their individual password from time to time for security purposes.

**One-Time Passcode:** Customer may use a one-time passcode (OTP) to approve Wire and ACH payments, and to access Business Online Banking from a device that is not recognized. If Customer requests and is approved for Bill Pay transaction limits that are higher than Bank's standard limits, OTP will be required to access Bill Pay.

**Token Security:** As an alternative to using an OTP, upon request from Customer, a Token will be issued to any Authorized User authorized to access and use the Bill Payment Service. Security of the Token is Customer's sole responsibility. With the Token, each Authorized User will enable the Token at the first sign-on by entering the Token's serial number during log-in and will establish a unique four-digit personal identification number ("PIN"). PINs should be memorized rather than written down. PINs should not be associated with any commonly known personal identification such as social security number, address, date of birth, or names of children. Customer agrees to change PINs regularly and to comply with Bank's other recommendations with respect to PIN security.

Once activated, the Authorized User will log-in to the Service using their User ID, the one-time 8-digit password generated by the Token, and their PIN. Once at the Site Authentication screen, each Authorized User must press the Token's button a second time and the 4-digit number generated by their Token must match the Site Authentication Value displayed on the screen to continue.

Customer may contact Bank for assistance in resetting a Token that may be out of sync, or in the event that an Authorized User is locked out and a password reset is required.

When an Authorized User to whom a Token has been issued leaves Customer's employ, Bank must be promptly notified in order for Bank to delete or deactivate their User ID and Token. Any additional Authorized User(s) requiring a Token must be authorized, in writing by Customer to Bank, for Token creation and deployment.

**Lockout:** Authorized Users will be locked out of Business Online Banking after four (4) unsuccessful log-in attempts.

**Automatic Timeout:** After a period of inactivity, the Authorized User will be prompted to either extend or cancel session. Should no response be provided, the session will timeout and Authorized User will be required to provide log-in information in order to regain access.

**Transaction Limits:** Customer will be required to adhere to all transaction limits as described in the Agreement or in the Business Online Banking Service.

**Cookie Restrictions:** An additional security procedure incorporates use of a cookie restriction with certain transactional or administrative functionality. Business Online Banking authenticates a browser cookie in order to allow access to transactional or administrative functions. If the browser cookie is not able to be authenticated (either due to a login from another device, or if the cookie has been removed), Customer/user will be restricted from accessing the transactional or administrative functions.

**Encryption:** Customer is required to submit all communication and file transmissions via an encrypted channel.

**System Requirements:** Minimum Security Components (provided by Customer):

- **Local Administrator Rights to install and run programs**
- **High Speed Internet Connection**
- **Anti-virus protection:** Maintain and run up-to-date anti-virus software.
- **Anti-spyware protection:** Maintain and run up-to-date anti-spyware software.
- **Firewall:** Maintain and run up-to-date firewall.
- **Operating System & Software Updates:** Install software updates including Windows, Adobe and Java (sometimes called "patches" or "service packs"), especially if the update addresses a security vulnerability.
- **Browser Updates:** Use the most current version of Customer's web browser.

**Additional Strongly Recommended Security Procedures:**

*From time to time and as applicable, Bank may make available additional security procedures for use with the Online Banking Service. Bank strongly recommends the use of these additional security procedures to help deter and protect against unauthorized transactions associated with the Business Online Banking Service, including the following:*

- **Browser Security Software:** As and when made available to Customer by Bank or otherwise, browser security software (e.g., Trusteer) may be downloaded on all Customer Computers used in conjunction with Business Online Banking to help protect against online fraud committed by financial malware and phishing attacks throughout the online banking process.
- **Other Customer Alerts:** Customer may choose to be alerted by email or text (when available) as described in the Business Online Banking Service Agreement.
- **Segregated Computer:** Bank recommends that Customer use a segregated computer for all online banking transactions.
- **Virus Protection:** Bank recommends that Customer routinely scan the computer using reliable virus protection products, and to remove any viruses found using such products. Customer is responsible for all Internet service provider, telephone and other similar charges incurred in connecting to the Service.

***CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SECURITY PROCEDURES DESCRIBED IN THIS SCHEDULE ARE A COMMERCIALY REASONABLE METHOD FOR THE PURPOSE OF VERIFYING WHETHER ANY PAYMENT, TRANSFER OR OTHER REQUEST WAS INITIATED BY CUSTOMER. CUSTOMER AGREES THAT ANY ELECTION CUSTOMER MAY MAKE TO WAIVE OR CHANGE (WHERE PERMITTED BY BANK IN ITS SOLE AND EXCLUSIVE DISCRETION) THE SECURITY PROCEDURES ASSOCIATED WITH THE SERVICE ARE AT CUSTOMER'S SOLE RISK. CUSTOMER FURTHER AGREES THAT ANY PAYMENT, TRANSFER OR OTHER REQUEST TRANSMITTED OR PURPORTED TO BE TRANSMITTED BY CUSTOMER BY WAIVING THE SECURITY PROCEDURES SHALL BE TREATED AS AUTHORIZED, AND CUSTOMER SHALL BE RESPONSIBLE FOR ANY LOSS RESULTING IN WHOLE OR IN PART FROM SUCH WAIVER.***

## ONLINE BILL PAY SERVICE APPENDIX

**THIS ONLINE BILL PAY SERVICE APPENDIX** (hereinafter, the “**Appendix**”) is incorporated by reference into the Business Online Banking Agreement by and between **CAMBRIDGE SAVINGS BANK** (“**Bank**”) and the Customer (as defined in the Business Online Banking Agreement). This Appendix applies to all online bill pay services described herein and made available by Bank pursuant to this Appendix (hereinafter, the “**Service**”). The Service must be used in conjunction with the Bank’s Business Online Banking Service (“**Online Banking**”) and this Appendix shall be construed consistently with the terms applicable to Online Banking. Any deposit account established by Customer at Bank in connection with the Service shall be governed by Bank’s Deposit Account Agreement. All capitalized terms used herein without definition shall have the meanings given to them in the Business Online Banking Agreement. Except as otherwise expressly provided in this Appendix, and as applicable, to the extent this Appendix is inconsistent with the Business Online Banking Agreement or with the Deposit Account Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict. This Appendix shall be effective when agreed to in writing by both parties, and such date shall be as reflected above.

### TERMS AND CONDITIONS.

**1. Definitions.** In addition to the definitions set forth in the Business Online Banking Agreement, certain terms used in this Appendix are defined in the specific portion of this Appendix where they are used. The following terms are also used throughout this Appendix and have the meanings indicated:

1.1 “*Biller*” shall mean those entities that may present Customer’s bills electronically for payment via the E-Bill feature of the Service.

1.2 “*Billing Account*” shall mean the Deposit Account that Customer designates to which Bank may assess applicable Service Fees.

1.3 “*Due Date*” shall mean the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.

1.4 “*Eligible Transaction Account*” shall mean a Deposit Account from which Customer’s payments will be debited, Customer’s Service fees, if any, will be automatically debited, or to which payments and credits to Customer will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.

1.5 “*One-Time Payment*” shall mean a single Scheduled Payment delivered to the Payee per Customer’s Payment Instructions.

1.6 “*Payee*” means the individual, business or other entity to which Customer intends to send a Payment through the Service, for whom Customer accurately provides and maintains the appropriate or required information such as name, bill remittance / payment delivery address, phone number, account number and account holder name, and to whom Customer authorizes Bank to remit payments on Customer’s behalf through the Service.

1.7 “*One-Time Payment*” shall mean the specific single instance of a One-Time Payment or a specific instance of a Recurring Payment, as the case may be. All Payments shall be made in U.S. Dollars.

1.8 *“Payment Account”* shall mean the Account designated by Customer from which Payments will be made.

1.9 *“Payment Amount”* shall mean the monetary figure Customer specifies in a Scheduled Payment, including the regular amount and the final amount of a Recurring Payment series, that the Service shall remit to the Payee.

1.10 *“Payment Date”* or *“Scheduled Payment Date”* shall mean the Business Day on which Customer schedules the Payment to be debited from Customer’s Payment Account, unless this date falls on a non-Business Day in which case it shall be the immediately preceding or following Business Day. In any case, it is the date on which sufficient available funds must exist in the Funding Account. If payment is made by check, Customer’s Payment Account will be debited when the check is presented for payment.

1.11 *“Payment Instructions”* shall mean the Payee and Payment information that Customer or Customer’s Authorized User provides to instruct Bank and Service Provider to initiate a Payment to a Payee. By providing Bank with this information, Customer authorizes Bank to follow the information entered and to make Payment(s) to the Payee(s) that Customer designates.

1.12 *“Recurring Payment”* shall mean a Scheduled Payment that results in a series of payments delivered to the Payee at regular intervals per Customer’s instructions, and shall continue to do so until Customer cancels it or until the maximum number of payments and/or final payment date specified by Customer is reached.

1.13 *“Scheduled Payment”* shall mean the payment instructions Customer establishes within the Service in order to properly direct funds from the Payment Account to the Payee that Customer designates.

1.14 *“Scheduled Payment Date”* shall mean the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

1.15 *“Service Provider”* shall mean the associated third party with whom Bank has contracted to provide the processing of bill payments and related transactions.

**2. Service.** Customer may use the Service to direct Bank to make payments from Customer’s designated Account(s) to the Payees that Customer has established, in accordance with the terms of this Appendix.

**3. Payment Scheduling.** The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of Online Banking through which the Service is offered (the “Site”) when Customer is scheduling the payment. Therefore, the Service will not permit Customer to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments Customer must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, Customer must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, Customer’s Eligible Transaction Account

may be debited prior to the Scheduled Payment Date. For example, if the method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, Customer's Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

**4. The Service Guarantee.** Due to circumstances beyond the control of the Service, particularly mailing and shipping delays and delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to Customer's account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the terms of this Appendix.

**6. Payment Authorization; Payment Remittance.** By providing the names and account information of Payees to whom Customer wishes to direct Payments, Customer authorizes Bank to follow the Payment instructions that it receives through the Service. In order to process Payments more efficiently and effectively, Bank may edit or alter Payment data or data formats in accordance with Payee directives.

6.1 When the Service receives a Payment instruction, Customer authorizes Bank to debit Customer's Payment Account and remit funds on Customer's behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment date designated by Customer. Customer also authorizes Bank to credit Customer's Payment Account for Payments returned to Bank by the United States Postal Service or Payee, or payments remitted to Customer on behalf of another authorized user of the Service.

6.2 Bank will use its best efforts to make all of Customer's payments properly. However, Bank shall incur no liability and any transaction shall be void if the Service is unable to complete any Payments initiated by Customer because of the existence of any one or more of the following circumstances:

- (f) If, through no fault of Bank or Service Provider, Customer's Payment Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of Customer's overdraft account;
- The Service's payment processing center is not working properly and Customer knows or has been advised by Bank about the malfunction before Customer executed the transaction;
- Customer has not provided Bank or Service Provider with the correct Payment Account information, or the correct name, address, phone number, or account information for the Payee; and/or,
- Circumstances beyond the control of Bank or Service Provider (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction, and Bank and Service Provider have taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if Service Provider causes an incorrect amount of funds to be removed from Customer's Payment Account or causes funds from Customer's Payment Account to be directed to a Payee which does not comply with Customer's Payment Instructions, Service Provider shall be responsible for returning the improperly transferred funds to Customer's Payment



Account, and for directing to the proper Payee any previously misdirected transactions, and, if applicable, for any late payment related charges.

**7. Customer Responsibilities.** In addition to Customer's obligations and agreements otherwise described in this Addendum, Customer further represents and warrants to Bank and agrees that:

- Customer will be responsible for any Payment request Customer makes that contains an error or is a duplicate of another Payment.
- Bank is not responsible for a Payment that is not made if Customer did not properly follow the instructions for making a Payment.
- Bank is not liable for any failure to make a Payment if Customer fails to promptly notify Bank after Customer learns that Customer has not received credit from a "Payee" for a Payment.
- Bank is not responsible for Customer's acts or omissions or those of any other person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be Bank's agent.

**8. Inconsistent Information.** If a Payment request describes the Payee inconsistently by name and account number, execution of the request will occur on the basis of the account number, even if it identifies a person different from the named Payee. Further, Bank and other financial institutions to which a Payment request is forwarded may rely on any financial institution identification number supplied by Customer as a means to identify any other financial institution, even if the identification number is different than the financial institution named by Customer. Customer's obligation to pay the amount of the Payment to Bank is not excused in such circumstances.

**9. Payment Methods.** Bank reserves the right to select the method by which to remit funds on Customer's behalf to Customer's Payee. These Payment methods may include, but may not be limited to, an electronic Payment, an electronic to check Payment, or a draft (check) Payment.

**10. Payment Cancellation Requests.** Customer may cancel or edit any Scheduled Payment (including Recurring Payments) by following the directions within the Service's site. There is no charge for canceling or editing a Scheduled Payment. Once Bank has begun processing a Payment, it cannot be cancelled or edited; therefore, a stop payment request must be submitted, as described below.

**11. Stop Payment Requests.** Bank's ability to process a stop payment request will depend on the Payment method and whether or not a check has cleared. If Customer desires to stop any Payment that has already been processed, Customer must contact Bank as provided in the Business Online Banking Agreement. Although Bank will make every effort to accommodate Customer's request, Bank will have no liability for failing to do so. If Customer's stop payment request is made orally, Bank may also require Customer to present Customer's request in writing within fourteen (14) days of the oral request. The charge for each stop Payment request will be the current charge for such service as set out in the applicable Fee Schedule.

**12. Prohibited Payments.** Bank may prohibit certain Payments in its sole and exclusive discretion. This may include Payments to Payees located outside the United States and its territories, any single

Payment or aggregate Payments in a single day over the permitted limited, and any other Payment(s) otherwise prohibit by law.

**13. Exception Payments.** Tax payments and court ordered payments may be scheduled through the Service; however, such Payments are discouraged and must be scheduled at Customer's own risk. In no event shall the Service or Bank be liable for any claims or damages resulting from Customer's scheduling of these types of Payments. The service guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. Bank has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted or misdirected payments will be the sole responsibility of Customer and not of the Service.

**14. E-Bill.** This feature is for the presentment of electronic bills only, and it is Customer's sole responsibility to contact its Billers directly if Customer does not receive statements from its Billers. In addition, if Customer elects to activate one of the electronic bill options, Customer agrees to the following:

**14.1 Information Provided to the Biller.** This feature of the Service is unable to update or change Customer's personal information such as, but not limited to, name, address, phone numbers and email addresses, with the electronic Biller. Any changes will need to be made by contacting the Biller directly. Additionally, it is Customer's responsibility to maintain its usernames and passwords for all electronic Biller sites. Customer agrees not to use someone else's information to gain unauthorized access to another person's bill. Bank may, at the request of the Biller, provide the following Customer information to the Biller: e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing Customer about bill information.

**14.2 Activation.** Upon activation of the electronic bill feature, Bank may notify the Biller of Customer's request to receive electronic billing information. The presentment of Customer's first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of Customer's billing statement(s) is at the sole discretion of the Biller. While Customer's electronic bill feature is being activated, it is Customer's responsibility to keep Customer's accounts with Biller current. Each electronic Biller reserves the right to accept or deny Customer's request to receive electronic bills.

**14.3 Authorization to Obtain Bill Data.** Customer's activation of the electronic bill feature for a Biller shall be deemed by Bank to be Customer's authorization for Bank to obtain bill data from the Biller on Customer's behalf. For some Billers, Customer will be asked to provide Bank with Customer's user name and password for that Biller. By providing Bank with such information, Customer authorizes Bank to use the information to obtain Customer's bill data.

**14.4 Notification.** Bank will use its best efforts to present all of Customer's electronic bills promptly. In addition to notification within the Service's site, Bank may send an e-mail notification to the e-mail address listed for Customer's Account. It is Customer's sole responsibility to ensure that this information is accurate. In the event Customer does not receive notification, it is Customer's responsibility to periodically log-on to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. Customer is responsible for ensuring timely payment of all bills.

**14.5 Cancellation of Electronic Bill Notification.** The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. Customer may cancel electronic bill presentment

at any time. The timeframe for cancellation of Customer's electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. Bank will notify Customer's electronic Biller(s) as to the change in status of Customer's account and it is Customer's sole responsibility to make arrangements for an alternative form of bill delivery. Bank will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

14.6 Non-Delivery of Electronic Bills. Customer agrees to hold Bank harmless should the Biller fail to deliver Customer's billing statement(s). Customer is responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

14.7 Accuracy and Dispute of Electronic Bill. Bank is not responsible for the accuracy of Customer's electronic bill(s). Bank is only responsible for presenting the information Bank receives from the Biller. Any discrepancies or disputes regarding the accuracy of Customer's electronic bill summary or detail must be addressed with the Biller directly.

14.8 The terms of this Appendix do not alter Customer's liability or obligations that currently exist between Customer and Customer's Billers.

**15. Failed or Returned Transactions.** In using the Service, Customer is requesting the Service to make payments for Customer from Customer's Payment Account. If Bank is unable to complete the transaction for any reason associated with Customer's Payment Account (for example, there are insufficient funds in Customer's Payment Account to cover the transaction), the transaction will not be completed. In some instances, Customer will receive a return notice from the Service.

**16. Service Fees/Charges.** Customer agrees to compensate Bank for the Service in accordance with the Fee Schedule as defined in the Business Online Banking Agreement. All fees covered under this Appendix are subject to change in accordance with the parties' Business Online Banking Agreement.

**17. Payee Limitation.** Via the Service, Bank and its Service Provider reserve the right to refuse to pay any Payee to whom Customer may direct a payment. Via the Service, Bank or its Service Provider will notify Customer promptly if it decides to refuse to pay a Payee designated by Customer. This notification is not required if Customer attempts to make a prohibited payment or an exception payment under this Addendum.

**18. Returned Payments.** In using the Service, Customer understands that Payees and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Payee's forwarding address expired; Payee's account number is not valid; the Service is unable to locate the Payee account; or the Payee account is paid in full. Bank will use its best efforts to research and correct the returned payment and return it to the Payee, or void the payment and credit Customer's Payment Account. Customer may receive notification associated with the foregoing from the Service.

**19. Termination.** The parties may terminate this Appendix in accordance with the terms and conditions of the parties' Business Online Banking Agreement. This Appendix will automatically and immediately terminate if the parties' Business Online Banking Agreement is terminated.

**20. Effectiveness.** Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Business Online Banking Agreement, including, without limitation, any provisions thereof that exclude or limit warranties made by,



damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior arrangements on file with respect to the services described herein and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Business Online Banking Agreement is terminated.

## MOBILE REMOTE DEPOSIT CAPTURE SERVICE APPENDIX

**THIS MOBILE REMOTE DEPOSIT CAPTURE SERVICE APPENDIX** (hereinafter, the “**Appendix**”) is incorporated by reference into the Business Online Banking Agreement by and between CAMBRIDGE SAVINGS BANK (“**Bank**”) and the Customer (as defined in the Business Online Banking Agreement).

This Appendix applies to all mobile remote deposit capture services described herein and made available by Bank pursuant to this Appendix (hereinafter, the “**Mobile Deposit Service**” or the “**Service**”). The Service must be used in conjunction with the Bank’s Business Online Banking Service (“**Online Banking**”) and this Appendix shall be construed consistently with the terms of the Business Online Banking Agreement, including the terms applicable to Online Banking. Any deposit account established by Customer at Bank in connection with the Service shall be governed by Bank’s Deposit Account Agreement.

All capitalized terms used herein without definition shall have the meanings given to them in the Business Online Banking Agreement. Except as otherwise expressly provided in this Appendix, and as applicable, to the extent this Appendix is inconsistent with the Business Online Banking Agreement or with the Deposit Account Agreement, this Appendix and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict. This Appendix shall be effective when signed by both parties, and such date shall be as reflected above.

### TERMS AND CONDITIONS

- 1. Mobile Deposit Service.** The Mobile Deposit Service allows Customer to make deposits to Customer’s Accounts (hereinafter “**Mobile Deposit Accounts**”) from remote locations by using an eligible camera-enabled mobile phone or other mobile device (a “**Mobile Device**”) to capture images of original paper checks (“**Original Checks**”) and delivering the images and associated deposit information (“**Images**”) to Bank or Bank’s designated processor.
- 2. Eligibility.** In order to use the Mobile Deposit Service, Customer must: (a) have one or more eligible Accounts with Bank, (b) have a Mobile Device (as described below), (c) download the Bank’s mobile deposit application (the “**Mobile App**”) to the Mobile Device, and (d) use the Mobile Deposit Service properly, as provided in this Appendix.
- 3. Hardware and Software Requirements.** In order to use the Service, Customer must obtain and maintain, at Customer’s own expense, compatible hardware and software as specified by Bank from time to time. Customer is responsible for providing its own Mobile Device to access the Service. Please contact Bank for current hardware and software specifications. Bank is not responsible for any third-party software Customer may need to use the Service. Any such software is subject to the terms and conditions of the software license agreement Customer enters into directly with the third-party software provider at the time of download and installation. Customer is also responsible for the charges of any wireless network or internet service provider Customer may utilize in accessing the Service.

***It is Customer’s responsibility to provide Bank with accurate, complete and current information about Customer and Customer’s Mobile Device (including Customer’s telephone number, and Customer’s email address), and immediately make applicable changes via the Online Banking Service’s website if any of this information changes or if service to Customer’s Mobile Device is terminated.*** Bank reserves

the right to refuse or cancel Customer's enrollment in the Mobile Deposit Service if Bank cannot verify information about Customer and/or Customer's Mobile Device.

**4. Acceptance of Terms.** By using or continuing to use the Mobile Deposit Service, Customer agrees to the terms of this Appendix, and any changes to such terms and conditions that apply to Customer's use of the Mobile Deposit Service, as of the effective date of such amendments. If Customer does not agree with these terms (as may be amended from time to time), Customer may not use the Service. Customer's agreement to the terms of this Appendix and all amendments thereto will be deemed effective for as long as Customer uses the Service.

**5. Service Fees/Charges.** Customer agrees to compensate Bank for the Service in accordance with the Fee Schedule as defined in the Business Online Banking Agreement. All fees covered under this Appendix are subject to change in accordance with the parties' Business Online Banking Agreement.

**6. Deposit and/or File Limits.** Customer's use of the Service may be limited by Bank from time to time upon notice. Such limits *may include but are not necessarily limited to* maximum total daily dollar amounts; maximum per item dollar amounts; and maximum number of items to be deposited per day. In its sole and exclusive discretion from time to time, Bank may also require that Customer maintain a minimum balance in one or more of Customer's Accounts to cover the risk of return and/or claims against deposited items. In addition, Bank may require that Customer maintain such minimum balance with Bank for some period of time beyond termination of Customer's use of the Service to cover the risk of return and/or claims against deposited items. If Customer is also enrolled in Bank's Remote Deposit Capture Service, any deposit limit(s) or file limit(s) may be an aggregate limit that includes deposits made using either Service.

**7. Eligible Items.** Customer hereby agrees that it will only scan and deposit checks as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"). Customer agrees that the Image of the check that is transmitted to Bank (each such check and other item is referred to in this Appendix as a "**Check**" and, if more than one, "**Checks**") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code.

The following check types are generally *not eligible* for use with and may not be processed using the Mobile Deposit Service except as may otherwise be expressly permitted by Bank in its sole and exclusive discretion and as provided in this Appendix (hereinafter, "**Prohibited Checks**"):

- (g) Checks payable to a third party (rather than to Customer, unless Bank agrees in writing otherwise with respect to Customer's Designated Affiliates);
- Remotely-created checks, or remotely-created payment orders deposited into or cleared through the check clearing system;
- Checks drawn on banking institutions outside the U.S. or in currencies other than U.S. Dollars;
- Irregular checks (e.g., where the numerical and written amounts are different);
- Previously-returned checks;

- Checks payable to or in cash;
- Checks exceeding any Customer transaction or file limits as Bank may establish from time to time;
- Checks drawn, or otherwise issued, by Customer on any of Customer's accounts maintained at another financial institution;
- Checks that Customer knows or suspects, or should know or suspect, are altered on the front of the item, fraudulent or otherwise not authorized by the owner of the account on which the checks/items are drawn;
- Checks that have any endorsement on the back other than that specified in or otherwise required by this Appendix;
- Checks that are postdated or more than six (6) months old;
- Checks that have previously been submitted through the Bank's Remote Deposit Capture Service, the Mobile Deposit Service, or a remote or mobile deposit service offered by any other financial institution; and
- Checks that are not acceptable to Bank for deposit into an Account as provided in the Account Agreement, or are in violation of any law, rule or regulation.

Customer agrees that Bank may, in its sole discretion, amend the list of Prohibited Checks from time to time. If Customer deposits a Prohibited Check, as described above, Customer agrees to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) that Bank may incur associated with any warrant, indemnity or other claim related thereto.

## **8. Requirements.**

8.1 Customer understands that it must, and hereby agrees, at its sole cost and expense, to use a Mobile Device that meets all technical requirements for the proper delivery of Checks using the Mobile Deposit Service and that fulfills Customer's obligation to obtain and maintain secure access to the Internet. Customer understands and agrees it may also incur, and shall pay, any and all expenses related to the use of the Mobile Deposit Service, including, but not limited to, telephone service or Internet service charges. Customer is solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Mobile Deposit Service. Customer understands and agrees that it is solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Service and the cost thereof, and Customer hereby agrees that it will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements. Bank is not responsible for, and Customer hereby releases Bank from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet. Bank is not responsible for, and Customer hereby releases Bank from, any and all claims

or damages resulting from, or related to, defects in or malfunctions of Customer's Mobile Device and/or any associated hardware or software, or failures of or interruptions in any electrical, telephone or Internet services. Bank hereby advises Customer, and Customer hereby agrees to scan its Mobile Device and/or any associated hardware or software on a regular basis using a reliable virus detection product in order to detect and remove viruses.

8.2 Each Image must provide all information on the front and back of the Original Check at the time presented to Customer by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the Original Check, MICR information, signature(s), any required identification written on the front of the Original Check and any endorsements applied to the back of the Original Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

8.3 Endorsements must be made on the back of the Check within 1 ½ inches from the top edge, although Bank may accept endorsements outside this space. Customer's endorsement must include **"FOR MOBILE DEPOSIT ONLY,"** or as otherwise specified by Bank from time to time. Any loss Bank incurs from a delay, processing error or any other action resulting from an irregular endorsement or other markings by Customer will be Customer's responsibility.

## 9. Receipt of Deposit.

9.1 All Images processed for deposit through Mobile Deposit will be treated as "deposits" under the Deposit Account Agreement and the Business Online Banking Agreement. Customer may check on the status of a deposit made through the Mobile Deposit Service by reviewing deposit history within the Mobile App. Notwithstanding the fact that Bank has accepted a Mobile Deposit for processing, any credit made to Customer's Mobile Deposit Account shall be Provisional as further described in **Section 11** below, and Customer shall remain liable to Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against Bank.

9.2 Bank shall have no liability to Customer for the rejection of a deposit through the Mobile Deposit Service or the Images or other information contained therein or for Bank's failure to notify Customer of such rejection. Bank is not responsible for any Image that Bank does not receive.

9.3 Following receipt, Bank may process the Image by preparing a "substitute check" or clearing the item as an Image.

9.4 Bank reserves the right, in its sole and absolute discretion, to reject any Image for remote deposit into Customer's Mobile Deposit Account. Bank will use commercially reasonable efforts to notify Customer of rejected Images by phone, email or other means.

**10. Retention of Original Checks.** Customer agrees to securely store the original check for a period not longer than 30 Calendar Days from the date of the image transmission (such period the "Retention Period"). During the Retention Period, Customer shall take appropriate security measures to ensure that (a) only authorized persons shall have access to original checks, (b) the information contained on such



checks shall not be disclosed, (c) such checks will not be duplicated or scanned more than one time, and (d) such checks will not be deposited or negotiated in any form. During the Retention Period, Customer agrees to promptly (but in all events within 5 Business Days), and at Customer's expense, provide the original check to the Bank upon request. The risk of loss due to the unavailability of the original or a copy of a check for any reason, during the Retention Period, shall be exclusively on Customer. If not provided in a timely manner, such amount will be reversed from Customer's Mobile Deposit Account. Promptly after such period expires, Customer must destroy the Original Check *by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an Original Check, the Image will be the sole evidence of the Original Check.*

***Customer agrees that it will never re-deposit the Original Check or re-present the Original Check to Bank or anyone else for payment. Customer understands that it is responsible if anyone is asked to make a payment based on an Original Check that has already been paid.***

**11. Returned Deposits.** Any credit to Customer's Mobile Deposit Account for Checks deposited using the Mobile Deposit Service is Provisional. As used herein, "Provisional" means that the credit for the deposit is made to Customer's Mobile Deposit Account subject to final payment of the Checks and subject to the terms of the Deposit Account Agreement. If Original Checks deposited through the Service are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the Image, Bank may charge back the amount of the Original Check and provide Customer with an Image of the Original Check, a paper reproduction of the Original Check or a substitute check. Customer will reimburse Bank for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without Bank's approval, Customer shall not attempt to deposit or otherwise negotiate an Original Check if it has been charged back to Customer.

Bank may set-off against any of Customer's Accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

**12. Customer's Warranties.** Customer makes the following warranties and representations with respect to each Image:

- a) Each Image is a true and accurate rendition of the front and back of the Original Check, without any alteration, and the drawer of the Check has no defense against payment of the Check.
- b) The amount, payee(s), signature(s), and endorsement(s) on the Image and on the Original Check are legible, genuine, and accurate.
- c) Customer will not deposit or otherwise endorse to a third party the Original Check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Original Check or a paper or electronic representation of the Original Check such that the person will be asked to make payment based on an item that has already been paid.
- d) There are no other duplicate Images of the Original Check.

- e) The Original Check was authorized by the drawer in the amount stated on the Original Check and to the payee(s) stated on the Original Check.
- f) Customer is authorized to enforce and obtain payment of the Original Check.
- g) Customer has possession of the Original Check and no party will submit the Original Check for payment.

With respect to each Image, Customer makes to Bank all representations and warranties that Bank makes or is deemed to make to any party pursuant to law, regulation or clearinghouse rule. Customer agrees that files and Images transmitted to Bank will contain no viruses or any other disabling features that may have an adverse impact on Bank's network, data, or related systems.

**13. Compliance with Law.** Customer will use the Mobile Deposit Service for lawful purposes and in compliance with all applicable laws, rules and regulations. Customer agrees to comply with all existing and future operating procedures used by Bank for processing of transactions. Customer further agrees to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting Checks and items, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and any clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. These procedures, rules, and regulations (collectively the "Rules") and laws are incorporated herein by reference. In the event of conflict between the terms of this Appendix and the Rules, the Rules will control.

**14. Mobile Deposit Unavailability.** The Mobile Deposit Service may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that the Service is unavailable, Customer may deposit Original Checks at a Bank branch or through Bank's ATMs or by mailing the Original Check to Bank at the address provided in the Business Online Banking Agreement. Customer hereby acknowledges and agrees that Bank shall not be liable to Customer for any loss or damage of any nature Customer sustains as the result of its inability to use Mobile Deposit.

**15. Funds Availability.** Customer agrees that items transmitted using the Service are not subject to the funds availability requirements of Reg CC. The cut-off time applicable to deposits made through the Service and when deposits will be available is set forth in the Deposit Account Agreement. To meet the cut-off time referenced in the Bank's funds availability policy, the Mobile Deposit must be received by the Bank prior to the cut-off time and successfully pass the edits for conformity with the technical requirements. For purposes of determining when a Mobile Deposit has been delivered and received, the Bank's records shall be determinative.

**16. Mobile Deposit Security.** Customer should promptly complete each deposit through the Mobile Deposit Service once Customer has captured the picture or Image of each Original Check. If Customer is unable to complete a deposit promptly, Customer will ensure that its Mobile Device remains securely in its possession until the deposit has been completed. It is Customer's responsibility to establish and

maintain procedures to safeguard against unauthorized deposits. By using the Mobile Deposit Service, Customer accepts the risk that an item deposited through the Service will be intercepted or misdirected during transmission. Bank bears no liability to Customer or others for any such intercepted or misdirected items or information disclosed through such transmission errors. Customer will notify Bank immediately by contacting Bank as provided in the Business Online Banking Agreement, if Customer learns of any loss or theft of Original Checks. Customer will ensure the safety and integrity of Original Checks from the time of receipt until the time of destruction. If warranted in Bank's reasonable judgment, Bank may audit and monitor Customer, and Customer agrees to cooperate with Bank to permit such monitoring, to confirm that Customer has satisfied its obligations under this Appendix.

**17. Customer's Responsibility.**

17.1 Customer is solely responsible for the quality, completeness, accuracy, validity and integrity of the Image. Customer is solely responsible if Customer, intentionally or unintentionally, submits a fraudulent, incorrect or illegible Image(s) to Bank or if the Mobile Deposit Service is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable Images to Bank.

17.2 Customer agrees to review account statements and to notify Bank of any suspected errors regarding items deposited through the Service as provided in the Deposit Account Agreement.

**18. Cooperation with Investigation.** Customer agrees to cooperate with Bank in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in Customer's possession and Customer's records relating to such items and transmissions.

**19. Ownership and License.** Customer agrees that Bank and/or Bank's processor and/or service provider(s)/technology partner(s) retain all ownership and proprietary rights in the Mobile Deposit Service, the Mobile App, associated content, technology and website(s). Customer's use of the Mobile Deposit Service is subject to and conditioned upon Customer's complete compliance with this Appendix. Without limiting the effect of the foregoing, Customer's breach of this Appendix immediately terminates Customer's right to use the Mobile Deposit Service. Without limiting the foregoing, Customer agrees that Customer will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or the Mobile Deposit Service, copy or reproduce all or any part of the technology or the Service; or interfere, or attempt to interfere, with the technology or the Service. Bank and Bank's processor and/or service provider(s)/technology partners retain all rights, title and interests in and to the Mobile Deposit Service, the Mobile App, software and developments made available to Customer.

**20. DISCLAIMER OF WARRANTIES. CUSTOMER AGREES THAT ITS USE OF THE MOBILE DEPOSIT SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT CUSTOMER'S RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BANK DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE USE OF MOBILE DEPOSIT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. BANK MAKES NO WARRANTY THAT THE MOBILE**

**DEPOSIT SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. BANK MAKES NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN MOBILE DEPOSIT OR TECHNOLOGY WILL BE CORRECTED.**

**21. Amendments to Appendix and/or Service.** Bank may amend the terms of this Appendix at any time, in its sole discretion, by giving notice to Customer if and as provided in this Appendix, the Business Online Banking Agreement or the Deposit Account Agreement. If so required, or required by applicable law, notice will be given for the applicable required number of days in advance of each such amendment. Customer's continued use of the Mobile Deposit Service shall constitute Customer's agreement to such amendments. No amendments requested by Customer shall be effective unless received and agreed to by Bank in writing.

**22. Suspension and Termination of Mobile Deposit.** In addition to any other provision in this Appendix, the Business Online Banking Agreement or the Deposit Account Agreement on the subject, Bank may, in its sole discretion and without prior notice to Customer unless otherwise required by applicable law, elect to suspend or terminate Customer's use of the Mobile Deposit Service (i) if Customer or Bank closes the Account(s) established in connection with Mobile Deposit, (ii) if Bank reasonably suspects that Customer has engaged in fraud or other abuse with regard to the Service, (iii) in the event of a material breach in the performance or observance of any term, or breach of any representation or warranty, by Customer, (iv) if Bank believes immediate action is required for the security of Customer or Bank funds, or (v) if Bank reasonably believes that the continued provision of the Service would violate federal, state or local laws or regulations, or would subject Bank to unacceptable risk of loss. Notwithstanding any termination, this Appendix shall remain in full force and effect with respect to all transactions initiated prior to such termination.

**23. Effectiveness.** Customer agrees to all the terms and conditions of this Appendix. The liability of Bank under this Appendix shall in all cases be subject to the provisions of the Business Online Banking Agreement and the Appendix, including, without limitation, any provisions thereof that exclude or limit warranties made by, damages payable by or remedies available from Bank. This Appendix replaces and supersedes all prior arrangements on file with respect to the Service and shall remain in full force and effect until termination or such time as a different or amended Appendix is accepted in writing by Bank or the Business Online Banking Agreement is terminated.