



Online & Mobile Banking Consumer Access Agreement

A. Scope of Agreement.....	Page 2
B. Definitions.....	Page 2
C. General Terms & Conditions.....	Page 2
D. Electronic Records.....	Page 3
E. Fees or Charges.....	Page 6
F. Hardware & Software Requirements.....	Page 6
G. Security.....	Page 7
H. Features & Functionality.....	Page 9
a. Feature Overview.....	Page 9
b. Stop Payments.....	Page 9
c. Alerts.....	Page 10
d. Account to Account (A2A) Transfers.....	Page 11
e. Person to Person (P2P) Transfers.....	Page 11
f. Bill Payment Service.....	Page 17
g. Fast Balances.....	Page 35
h. Biometric Authentication.....	Page 35
i. Mobile Check Deposit.....	Page 36
j. Text Banking.....	Page 41
k. Online Account Opening.....	Page 42
I. User Conduct/Ownership.....	Page 42
J. Liability & Warranties.....	Page 43
K. Error Resolution.....	Page 46
L. Compliance.....	Page 47
M. Termination.....	Page 47

A. SCOPE OF AGREEMENT

This Online Banking & Mobile Access Agreement governs your use of Chelsea Groton Bank’s Online and Mobile Banking Services as described in this Agreement.

By registering for or using Chelsea Groton Bank’s Online & Mobile Banking Services, you agree to the terms and conditions in this Agreement and any changes in such terms and conditions as Chelsea Groton Bank may make from time to time in accordance with applicable provisions of this Agreement. The terms, provisions and conditions of this Agreement do not replace, but supplement, any and all other agreements that govern any Account maintained by you at the Bank. In the event of a conflict between this Agreement and any agreement governing an Account, this Agreement shall control.

By clicking the “I Agree” button and by continuing to use the Service or Services, you agree to be bound by the terms and conditions of this Agreement and all services herein. The Bank reserves all rights not expressly granted to you in this Agreement.

You may at any time download a copy of this agreement for your records or access this agreement from <https://www.chelseagroton.com>.

B. DEFINITIONS

For the purposes of this Online & Mobile Banking Access Agreement, “Agreement” refers to this Online & Mobile Banking Access Agreement. “You,” “your” and “Customer” refers to a legal owner of the Accounts that accepts this Agreement. “We,” “us”, “our”, “Bank” and “CGB” refers to Chelsea Groton Bank. “Online & Mobile Banking Services” and “services” refers to the suite of services that we make available to you pursuant to this Agreement.

“Account” or “Accounts” refers to your eligible Chelsea Groton Bank deposit or loan accounts that can be accessed through the Online & Mobile Banking Services. “Device” or “Devices” refers to your computer, laptop, portable device or mobile handset.

C. GENERAL TERMS & CONDITIONS

BUSINESS DAYS AND HOURS OF OPERATION

For the purpose of this Agreement, our business days are Monday through Friday excluding federal holidays.

ACCESS

You may access Chelsea Groton Bank’s Online Banking Service by visiting www.chelseagroton.com or by downloading the CGB Mobile App from the Apple App Store or the Google Play Store.

ACCOUNTS LINKED TO THE ONLINE & MOBILE BANKING SERVICE

When you register for Chelsea Groton Bank’s Online & Mobile Banking Service, we will link all of your eligible Chelsea Groton Bank Accounts. Eligible Accounts are all consumer deposit and loan accounts to which your Social Security number (or other tax identification number) is attached and which are enabled for electronic access at the discretion of Chelsea Groton Bank.

SINGLE LOG IN ID PER USER

Your Online & Mobile Banking Services' User ID(s) and password(s) are for the use of a single Accountholder. Joint Accountholders should obtain their own User ID and password if they each wish to access their joint account online.

CONTACT

The Bank may send to you by SMS text message or email communications (with an opportunity to opt-out via the Application or Device) information directly relating to Online & Mobile Banking Services, including without limitation welcome messages, information, alerts, surveys, advertisements, promotions of all kinds and other requests for information to the extent permitted by law and to the extent consistent with the Bank's "Privacy Policy", Licensor's policies, the Code of Conduct for Mobile Marketing promulgated by the Mobile Marketing Association and in compliance with the Gramm-Leach-Bliley Act (P.L. 106-102). The Bank will not send you advertisements or promotions by SMS text message service.

D. ELECTRONIC RECORDS AND ELECTRONIC SIGNATURES

By registering for and using Chelsea Groton Bank's Online & Mobile Banking Services, you consent to the electronic transmission and delivery to you of all information, disclosures, agreements and records pertaining to the Online & Mobile Banking Services including your financial information, that would have otherwise been given in writing. You also understand that any information or communication delivered to us by you electronically is understood to contain your signature.

Your consent will be deemed effective for as long as you use the Online & Mobile Banking Services. You may revoke your consent by notifying us as set forth in the "Termination" section of this agreement. If you revoke your consent, your right to use Chelsea Groton Bank's Online & Mobile Banking Services will be terminated. If your email address or contact information changes, you must update your profile information in Online Banking or in the mobile app.

If you enroll in our eStatement Service, online statements and periodic disclosures will also be delivered electronically. See the Electronic Delivery of Bank Statements and Notices section for more information.

Your consent applies to all records of the Account, including transactions, copies of imaged checks and Account notifications, as applicable. You have the right to terminate your enrollment in our eStatement Service at any time. You may do so by contacting our Customer Care Center at (860) 448-4200, by mailing a request to:

Chelsea Groton Bank
Attn: Customer Care Center
904 Poquonnock Road
Groton, CT 06340

or by sending us a secure message in Online or Mobile Banking. The withdrawal of your consent will be processed as soon as possible.

Please allow a complete statement cycle for any method of statement delivery change to take effect.

You may obtain a paper copy of any record of your Account, including statements, transactions, notices, and copies of imaged checks, if applicable, at any time by contacting our Customer Care Center at the phone number and address listed above. See our Schedule of Charges for charges that may apply for obtaining these records.

Your enrollment in the eStatement Service does not affect any of the terms and conditions otherwise applicable to your Accounts as disclosed to you elsewhere in this Online Banking Agreement or as separately disclosed to you in applications and enrollment forms, credit or deposit agreements, the Electronic Funds Transfer Agreement, Privacy Policy or other written disclosures as well as the applicable Schedules of Charges for consumers and businesses.

Electronic Delivery of Bank Statements and Notices

If you choose to enroll in Chelsea Groton Bank's e-statement delivery service ("Service") you will have electronic access to your monthly deposit account and/or loan account statement(s), including any notices included on or with such statement(s) ("Statement" or, collectively, "Statements") from virtually anywhere. It is a free, convenient way to receive and view your monthly account information. Each month we will send you an email notification to alert you that your account Statement is ready to be viewed through Chelsea Groton Bank's Online Banking service ("Online Banking"). You must have Online Banking to receive statements electronically.

Your consent is required in order to have your Statements provided to you electronically. You may enroll in this Service through online or mobile banking after accepting the eStatement agreement. By enrolling in this service, you:

- Authorize Chelsea Groton Bank to make your Statements available to you electronically for accounts linked to your Chelsea Groton Bank Online Banking profile
- Authorize Chelsea Groton Bank to provide you with electronic notices on or with your Statements, such as notices that amend this or any other agreements or disclosures governing your accounts with us
- You agree to keep an up-to-date email address in your Online Banking profile
- Give consent to Chelsea Groton Bank to no longer send you a paper statement through the U.S. mail

ACCESSING YOUR STATEMENTS

You will be notified by email when new Statements are available. You will be required to access Online Banking in order to view your Statements. You will be required to enter your Online Banking user ID and password. It is your sole responsibility to protect your user ID and password from unauthorized persons. You agree not to disclose your user ID and password to anyone.

You agree that in no event will the Bank be liable for any technical, hardware or software failure of any kind, any delay in operation or transmission, any incomplete transmission, computer virus, and loss of data or other similar loss. You also agree that we provide the Service at our sole discretion and we reserve the right to rescind your use of the Service at any time and for any reason. However, if we do, we will produce and mail a paper copy of your account statement to you at no cost to you.

Availability of Service: Access to the Service may be unavailable at times due to scheduled maintenance, unscheduled maintenance or system outage. In addition, both environmental and physical events may occur that may cause the Service to become unavailable. The Bank will make every reasonable effort to ensure optimum availability of the Service. However, the Bank is in no way liable for the unavailability of the Service or any damage that may result from its unavailability.

Privacy: You understand that you have no expectation of privacy if any communication you send us or we send to you in connection with this Consent and Agreement for Electronic Delivery of Bank Statements and the Service is transmitted to an e-mail address owned or accessible by someone else, including but not limited to your employer. You agree to release the Bank from any liability if the information is intercepted or viewed by an unauthorized person having access to e-mail addressed to or from the e-mail address you provide us.

Withdraw Your Consent to Receive Statements Electronically. You may withdraw your consent to receive Statements electronically by sending us a secure message in Online or Mobile Banking. You may also notify us in writing at the address listed above. There are no fees for discontinuing this service.

Change Your Email Address and Other Information. You must make any changes in your email address by logging on to Online Banking, clicking the "Services" tab and accessing your Online Banking profile and updating your email address. When your physical address or telephone number changes you must also make those changes to your Online Banking profile. In the event that we are unable to deliver e-mail to you due to an inaccurate e-mail address, your Statements will be mailed to your physical address of record.

Other Agreements. Except as expressly provided in this Online & Mobile Banking Consumer Access Agreement your participation in the Services is subject to the terms and conditions described in any agreements and disclosures, as amended by us from time to time, pertaining to your accounts with Chelsea Groton Bank, including, without limitation, any fees disclosed therein. You agree that when any such terms and conditions, agreements or disclosures include a time period relating to your receipt of a statement from the Bank, such time period shall start or end, as applicable, on the date that we send to your personal Internet e-mail address a notice that your Statement is available for viewing (provided, that, if such email is undeliverable, such time period shall start or end, as applicable, on the date that the Bank transmits a paper Statement to you in accordance with this Agreement for Electronic Delivery of Bank Statements).

"One-time" Non-Electronic Copy. If, after you are enrolled in the Service and, without withdrawing your consent to electronic delivery of Statements, you would like to obtain a paper copy of a Statement, you should contact the Bank at the address provided above. There are fees associated with paper copies of Statements. Please refer to the Schedule of Charges provided to you when you opened your account(s) for a list of current fees. We will notify you of changes as required by law.

Liability: The Bank disclaims any and all liability that relates to the improper use of the Service. We are not responsible for any damage that may occur to your personal computer from the use of the Service or the data transmitted through the Service.

The Bank's Right to Amend the Services: The Bank reserves the right to amend the Service and/or the conditions of participating from time to time, including expansion or restriction of services available through the Service. Your use of the Service after any change will indicate your agreement to the amendments and affirm your consent to electronic delivery of Statements. The Bank will make available to you electronically a copy of any amendments when required by applicable law.

E. FEES OR CHARGES

You will not be charged for registering for Chelsea Groton Bank's Online and Mobile Banking Services. Account Fees and charges for optional services are described in the applicable Schedule of Charges and may change from time to time. You agree to pay such fees and charges, and authorize us to charge your account for these amounts and any additional charges that may be incurred by you. You are responsible for all telephone, cable, satellite or other telecommunication charges incurred in connecting to Chelsea Groton Bank's Online and Mobile Banking Services and for charges by any Internet Service Provider.

F. HARDWARE AND SOFTWARE REQUIREMENTS

The requirements to use Chelsea Groton Bank's Online & Mobile Banking Services are your computer, laptop, portable device, mobile handset, Internet Service Provider (ISP), web browser, any software, any telecommunications and any related equipment.

You are responsible for the installation, maintenance, operation and costs of your computer, mobile devices, software and services.

By registering for Online & Mobile Banking, you represent that your computer or mobile device has an operating system and telecommunications connection to the Internet capable of receiving, accessing, displaying and either printing or storing communications, disclosures or statements received from us in electronic form via a plain text-formatted email, PDF document or by access to our website using a supported browser or when available our mobile application. We are not responsible for any errors or failures from any malfunction of your computer or mobile device(s) and we are not responsible for any computer virus or other similar harmful component that may enter your computer or mobile device in connection with the use of Chelsea Groton Bank's Online & Mobile Banking Services or otherwise. You should routinely scan your computer and mobile device(s) using a commercially available virus and malware detection product.

We may periodically require you to upgrade or install software on your computer and/or mobile devices. You agree to promptly load any such upgrades or software upon our notification. In order to ensure proper operation of the Online & Mobile Banking Services, you must also have an Internet Service Provider (ISP) and a web browser that supports the level of encryption that we use. We reserve the right to change these encryption requirements. To view a list of compatible browsers, go to the "Log In" screen for Online Banking and click on the "Supported Browsers" link. If you are unable to or choose not to upgrade your computer or mobile device, you may be unable to use these services or your use of the Online & Mobile Banking Services may be terminated.

We reserve the right to perform maintenance on our equipment or system on a regular basis which may result in interrupted service or errors in the use of the Online & Mobile Banking Services. It may be necessary for us to change the scope of these services from time to time.

Furthermore, we reserve the right to block access to the Online & Mobile Banking Services to maintain or restore security to our website and systems if we reasonably believe that your security credentials have been or may be compromised. We will attempt to provide prior notice of such interruptions, changes or denials of access, but cannot guarantee that such notice will be provided.

Chelsea Groton Bank's Online & Mobile Banking Services uses our proprietary software and systems or the proprietary software and systems of our licensors. If we have provided you with software to use with the Online & Mobile Banking Services, you are being granted a non-exclusive non-transferable license to use this software and only for your use as provided in this Agreement. You may not disassemble, de-compile, copy, modify, reverse engineer, sell, rent, sublicense, time-share or distribute any of the Online & Mobile Banking Services software or information or allow anyone else to do so.

Due to the variety of computer operating systems, devices, hardware configurations and online connectivity, Chelsea Groton Bank may not be able to provide detailed technical assistance with your specific computer. We will make every attempt to assist you; however, we cannot guarantee that we will be able to resolve every issue relating to your access to the Online & Mobile Banking Services. There may be situations where you will need to secure technical assistance from a qualified third party at your expense.

MOBILE BANKING SERVICES

The Mobile Banking Services enable you to use a Mobile Device to perform certain transactions on your Accounts, access information about your Accounts and initiate or perform additional banking functions. To access our full suite of Mobile Banking Services (defined below), your cellular telephone or other wireless communication device must be Internet enabled, able to receive SMS text messages and connected to the Internet through your mobile communication service provider. To use any of our Mobile Banking Services, you must first be enrolled in Online Banking with Chelsea Groton Bank. The same credentials (User ID and password) that you use for Online Banking will also be used when accessing the Mobile Banking Services.

G. SECURITY

The Online & Mobile Banking Services contain many security features some of which is integrated into the design of the site and application which may be invisible to you and others which require your interaction and input.

Risk-Based Authentication

Risk-Based Authentication is a second security layer that involves security questions. Once you have registered for Online & Mobile Banking you will be required to establish three (3) challenge questions and responses from the library of available questions. You will be required to answer your chosen security questions when you deviate from your established online behavior. This could happen when you log in from a different location or when your log in pattern varies from your normal pattern. If you make three (3) unsuccessful attempts, access to your Accounts through Online Banking will be blocked. As an added security feature, you will have two (2) minutes to submit answers to your security

questions. If the answers are not submitted before this time runs out, you are returned to the log in screen.

Additional Security Features

In addition to the multi-layer authentication combination of User ID and password combined with Risk Based Authentication, we have implemented additional security features designed to alert you when certain Online Banking transactions involving your Accounts occur, certain changes are made to your Online Banking profile information or to your security credentials.

Whenever there is a change to your User ID, password, address, phone number or email address, we will send an email to you. In the case of a change to your email address, we will send an email to both your new and old email address.

As an added layer of security, various actions performed within online banking will be recorded in the "User Activity" log. The User Activity log will track and timestamp a range of activities performed during an online banking session. Such activities include but are not limited to a record of your log in activity, changes to your password, personal image and security word or phrase, security questions, certain types of transactions and online activity.

Your Role

You agree to use the Online & Mobile Banking Services carefully, to keep your security credentials including but not limited to your User ID, password, security questions and answers confidential and secure and not share them with others. The Bank shall be entitled to presume that any person using your User ID and password or possessing your security information is authorized to receive information about and perform transactions on the accounts accessible through use of the Online & Mobile Banking Services. You agree not to leave your computer or other devices unattended while logged into the Online & Mobile Banking Services and to log out immediately at the completion of each banking session. EXCEPT AS OTHERWISE REQUIRED BY LAW, YOU AGREE THAT THE BANK WILL NOT BE LIABLE FOR ANY LOSS THAT YOU MAY INCUR AS A RESULT OF SOMEONE ELSE USING YOUR SECURITY CREDENTIALS EITHER WITH OR WITHOUT YOUR KNOWLEDGE. FURTHERMORE, THE BANK IS NOT LIABLE TO YOU FOR ANY LOSSES INCURRED AS A RESULT OF THE THEFT, LOSS OR MISAPPROPRIATION OF YOUR COMPUTER OR OTHER DEVICES OR LOSSES INCURRED AS A RESULT OF THE THEFT, LOSS OR MISAPPROPRIATION OF ANY DATA OR INFORMATION STORED ON YOUR COMPUTER OR OTHER DEVICES. You agree not to provide other persons with access to the Online & Mobile Banking Services using your security credentials including but not limited to your User ID, password and security questions and answers, nor will you impersonate or use anyone else's security credentials at any time, even if authorized by that person to do so.

We highly recommend that you utilize a screen pin or password lock, or a similar method to prevent unauthorized access to your Mobile Device and your Account information.

If you believe your Mobile Device or your online and mobile banking security credentials including but not limited to your User ID, password, fingerprint and security questions and answers has been lost, stolen compromised or that someone has transferred or may transfer funds from your Account

without your authorization, contact us AT ONCE at 1 (860) 448-4200. The best way to minimize your loss is to contact us immediately.

To help prevent unauthorized transactions and/or access to the Online & Mobile Banking Services, you also agree to install and keep current protective software, such as antivirus, spyware and monitoring software, to detect and prevent unauthorized access to the computer used by you to access the Services. You agree to maintain a vigilant watch to defeat and avoid phishing, pharming or other online attacks or fraudulent schemes that could compromise the security of your access to the Services.

H. Features & Functionality

a. ONLINE & MOBILE BANKING SERVICE

The Online & Mobile Banking Services enables you to*:

- Access Account balances
- Review Account activity including check images and some pending transactions
- Funds transfers including Loan Payments
- Place a stop payment on any check you wrote drawn on a CGB Account
- Deactivate and reactivate your CGB Debit card (Control access to your card when it is not in use or misplaced)
- Leverage enhanced Debit Card Controls with Smart Card
- Account Alerts (Establish email or text alerts to notify you of transaction activity or balance thresholds)
- Access Digital Money Management (DMM) to help manage your finances
- Send secure messages and submit secure forms to CGB, including travel plans
- Communicate with our Customer Care Representatives using secure online video chat
- eStatements
- Reorder checks
- Update/change contact information (change email address, home address and phone numbers)
- Update/change security information (change User ID, password, and security questions)
- Quicken®/QuickBooks® Web Connect and Quicken® Direct Connect
- Bill Pay, review Bill Pay activity and manage payees
- eBills and eBill Presentment (Receive and view bills electronically from designated creditors or vendors that participate in eBill presentment programs and from which you authorize Chelsea Groton Bank to retrieve your eBill information.)
- and more

*Please note some items may be unavailable on the Mobile app or Online Banking and are subject to change at any time with or without notice.

b. STOP PAYMENTS

Stop payment requests may be placed on a single check or a range of checks that are missing or stolen without regard to the dollar amount. Stop payment requests received through Online/Mobile Banking

prior to 7:00pm on any business day will be processed on the business day received and if received after 7:00pm may not be processed until the following business day. A stop payment fee as listed in the Chelsea Groton Bank "Schedule of Charges" will be charged to the Account on which the stop payment is issued.

Please note that you cannot use this function to stop payment on a payment processed through online "Bill Pay." To cancel or stop a "Bill Pay" placed online, contact Customer Care at (860) 448-4200.

In requesting a stop payment on a check, you agree that it is your responsibility to verify that the item has not already been paid. You are solely responsible for ensuring that the "Stop Payment Order" contains complete and accurate information including without limitation, the accurate name to which the check is made payable, the check number and the account number. Your request will be effective only if we have not already paid this check and you have given us the correct payee, check number(s) and account number. If this information is not correct, you must notify us immediately.

You further agree that you must notify us in writing to cancel the Stop Payment Order if and when the reason for the stop payment ceases to exist; that the closing of the account upon which this check is drawn will automatically cancel this order and that this order expires and is no longer in effect six (6) months from the date that this order was placed unless you have already cancelled or renewed the Stop Payment Order. Failure to renew the Stop Payment Order may result in the item being paid. Periodically, our systems may be inoperable. If that occurs, you may transmit stop payment orders by telephone instruction. You are advised that under applicable state law, stopping payment on a check may not relieve you of your obligation to pay the check.

c. ALERTS

The Alerts Service provides real time notification of important information related to your Chelsea Groton Bank Account(s) such as a low balance or the occurrence of an overdraft. If you subscribe to our alerts, you will be asked to select either email or text message (SMS) as a method of delivery.

Enhanced Debit Card alerting is available by downloading our Smart Card mobile app and enrolling with your debit card. This service provides real-time transaction alerts, balance notification, spending limits and more.

While Chelsea Groton Bank does not charge for the delivery of alerts, please be advised that your receipt of alerts may be subject to charges or rates imposed by your carrier. You understand and accept that alerts are not encrypted and while we will never include your password or full account number in the alert, we may include limited information about your account and anyone with access to your alerts will be able to view the contents of these messages.

We do our best to provide alerts in a timely manner with accurate information, but alerts may be delayed or prevented by a variety of factors beyond our control such as system failures or misdirected delivery. We don't guarantee the delivery or accuracy of alerts and the contents of an alert may be outdated by the time the alert is sent or received resulting from other account activity or delays in sending data among various systems. You agree that we are not 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 you or a third party as the result of an alert.

Chelsea Groton Bank reserves the right to terminate any request for any alert, at any time.

Termination shall not affect your liability under this Agreement for transactions commenced or accepted by the Bank on your behalf.

YOU ACKNOWLEDGE THAT THESE MESSAGES MAY INCLUDE INFORMATION THAT IS CONSIDERED CONFIDENTIAL UNDER FEDERAL AND STATE LAW, AND SOMEONE WHO HAS ACCESS TO YOUR SMS HISTORY OR E-MAIL ACCOUNT MAY BE ABLE TO VIEW THEIR CONTENT.

d. ACCOUNT TO ACCOUNT (A2A) TRANSFERS

Our Account to Account (A2A) Transfer services allow you to make transfers between your Chelsea Groton Bank accounts and your accounts at other financial institutions. Funds are typically transferred within 2-3 business days not including any additional processing time at your other financial institution.

This product requires the verification of micro deposits to be entered into the Online & Mobile banking system to verify ownership. Once these trial deposits are verified, the account is subject to verification by Chelsea Groton Bank. We require proof of account ownership prior to activating your account. To complete activation of your account, please contact our Customer Care Center via our Chelsea Live video banking service. You may do so online via our website or by downloading our Chelsea Live mobile app.

By utilizing this service, you guarantee you personally own any account and said accounts are in good standing and are non-Business owned accounts. Any violation of this guarantee will result in immediate suspension of privileges. Usage of this product is subject to the terms and conditions of this agreement as well as compliance with NACHA Operating Rules governing ACH transactions.

By authorizing a transfer through the Online & Mobile Banking service, you are:

- a. Authorizing Chelsea Groton Bank to originate ACH entries on your behalf
- b. Agreeing to be bound by the NACHA Operating Rules
- c. Authorizing us or our agent to debit your account at your other financial institution pursuant to these rules Subsection 2.3.2.2 for the amount dictated by you when initializing the transfer
- d. Guaranteeing this authorization is valid and has not been revoked pursuant to these rules Subsection 2.4.1

We agree to be bound by the NACHA Operating Rules in accordance to Originating Depository Financial Institutions and will make every reasonable effort to process your transfer in the timeframe outlined above. There may be delays in this and other services which are outside of our control. If such an incident delays the processing of your transaction, we will process your transaction at the next available processing window.

e. PERSON TO PERSON (P2P) TRANSFERS

Our Person to Person (P2P) Transfer services allows you to make transfers to your family and friends utilizing text (SMS) or email messages. The person receiving the funds simply has to click the link provided and enter in their bank account information to receive the funds. Funds are typically received within 2-3 business days following acceptance of the payment. Usage of this product is subject to the terms and conditions of this agreement as well as our vendor's terms and conditions as follows and is subject to change from time to time with or without notice.

Person-to-Person (P2P) Terms and Conditions

These terms and conditions (the "Agreement") constitute a contract between you, the depositor (hereafter "You") and Chelsea Groton Bank or its designated third party processor or service provider ("We", "Us"), in connection with PayItNow™ Payment Service, also known as PIN Payment, (the "Service") offered through Chelsea Groton Bank's online and mobile banking web sites (the "Site"). This Agreement applies to your use of the Service and any portion of the Site through which the Service is offered. The Service enables you to initiate a PIN Payment Instruction from one of your Eligible Transaction Accounts at Chelsea Groton Bank, to a Recipient's account at any U.S. financial institution. Although the ACH Network is often used to execute PIN Payment Instructions for the Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. (PIN payments executed through the ACH network shall be evidenced by a request initiated electronically as described herein, and will be initiated on your behalf pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association and the New England ACH Association (the "Rules").

1. Eligibility: The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.
2. Initiating PIN Payment Instructions: All PIN Payment Instructions must be initiated through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Before You will be permitted to initiate a PIN Payment instruction, You will be required to agree to this Agreement, and follow the procedures set forth on the Site.
3. Security Procedure
 - a. You shall comply with the security procedure requirements with respect to PIN Payment Instructions initiated by You, as well as those required in connection with the On-line Services generally. You agree to take full and final responsibility for any and all errors relating to or concerning the PIN Payment Instruction.
 - b. You are strictly responsible to establish and maintain the procedures to safeguard against unauthorized access to your account and transmission of PIN Payment Instructions. You warrant that no individual will be allowed to initiate PIN Payments on Your behalf, in the absence of proper supervision and safeguards, and agree to take all reasonable steps to maintain the confidentiality of the security procedures and all passwords, codes, security devices, and related instructions relating to your account, the Site, the Online Services, or otherwise provided by Us. If You believe or suspect that any such information or instructions have been known or accessed by unauthorized persons, You agree to notify Chelsea Groton Bank immediately. The occurrence of unauthorized access will not affect any PIN Payments

made in good faith by Chelsea Groton Bank prior to receipt of such notification plus a reasonable time period thereafter for Chelsea Groton Bank to act on such notice.

4. Compliance with Security Procedure:
 - a. If a request for a PIN Payment (or a request for cancellation or amendment of a PIN Payment) received by Chelsea Groton Bank purports to have been transmitted or authorized by You, it will be conclusively deemed effective by Chelsea Groton Bank, and Chelsea Groton Bank shall initiate the PIN Payment on your behalf and, except as limited by applicable law, You shall be obligated to pay Chelsea Groton Bank the amount of such PIN Payment even though the PIN Payment (or request) was not authorized by You, provided Chelsea Groton Bank accepted the PIN Payment in good faith and acted in compliance with the security procedure referred to in this Agreement with respect to such PIN Payment. Chelsea Groton Bank shall conclusively be deemed to have complied with that part of such procedure if the password entered in connection with the on-line session associated with the initiation of a request for a PIN Payment matches the password associated with Your Account on the Site.
 - b. If a request for a PIN payment (or request for cancellation or amendment of a PIN Payment) received by Chelsea Groton Bank was transmitted or authorized by You, You shall pay Chelsea Groton Bank the amount of the PIN Payment, whether or not Chelsea Groton Bank complied with the security procedure with respect to that PIN Payment and whether or not that PIN Payment was erroneous in any respect or that error would have been detected if Chelsea Groton Bank had complied with such procedure.
5. Payment Authorization and Remittance:
 - a. By providing us with names and mobile phone numbers and/or email addresses of Recipients to whom you wish to direct payments, you authorize us to follow the PIN Payment Instructions that we receive through the Service.
 - b. When we receive a PIN Payment Instruction from you, you authorize us to debit your Eligible Transaction Account and remit funds on your behalf. You also authorize us to credit your Eligible Transaction Account for the receipt of payments returned to us because the processing of your PIN Payment Instruction could not be completed.
 - c. We will use reasonable efforts to complete all your PIN Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
 - a. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the PIN Payment Instruction or the PIN Payment Instruction would exceed the credit limit of your overdraft account;
 - b. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the PIN Payment Instruction;
 - c. The payment is refused or returned by Recipient or Recipient's Financial Institution
 - d. You have not provided us with the correct information, including but not limited to the correct PIN Payment Instructions or Eligible Transaction Account information, or the correct name, mobile phone number or email address of the Recipient to whom you are initiating a PIN Payment Instruction; and/or
 - e. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system downtime, issues with the financial institution or interference from an outside force) which prevent the proper execution of the PIN Payment Instruction.
 - d. It is the responsibility of the Sender and the Recipient to ensure the accuracy of any information that they enter into the Service (including but not limited to the PIN Payment Instructions and name, mobile phone number and/or email address for the Receiver to whom you are attempting to send the PIN Payment Instruction), and for informing us as

- soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Recipient.
- e. You agree that your authorization provided on the Site is conclusive evidence that with regard to each PIN Payment, You authorize and are empowered to authorize Us to submit the PIN Payments on your behalf
6. Your Representations and Agreements; Indemnity: With respect to each and every request for a PIN Payment initiated by You, You represent and warrant to Us and agree that:
- a. You are authorized to initiate such request for a PIN Payment and hereby authorize Us to initiate each PIN Payment requested by you in the amount provided that:
 - b. Such authorization is operative at all relevant times, including without limitation
 - c. at the time you establish the pre-authorization on the Site,
 - d. at the time you initiate a PIN payment, and
 - e. at the time of transmittal or debiting by Us as provided herein.
 - f. Your PIN Payments are not prohibited as set forth in Section 7. You shall perform Your obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC, and
 - g. You shall comply with and perform all of your obligations described in any other applicable Agreement. You shall indemnify Us against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach or any of the foregoing representations or agreements.
7. Prohibited Payments: The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:
- a. Payments to persons or entities located in prohibited territories (including any territory outside of the United States);
 - b. Payments that violate any law, statute, ordinance or regulation;
 - c. Payments that violate the Acceptable Use terms in section 15 below
 - d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
 - e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes;
 - f. Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with

purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing; (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or (6) provide credit repair or debt settlement services;

- g. Tax payments and court ordered payments including but not limited to Alimony and Child Support.
 - h. In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to any charity or non-profit organization unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. In no event shall we, our independent contractors or other third parties to whom we assign or delegate rights or responsibilities be liable for any claims or damages resulting from your scheduling of prohibited payments. We have no obligation to research or resolve any claim resulting from a prohibited payment. All research and resolution for any misapplied, misposted or misdirected prohibited payments will be your sole responsibility and not ours. We encourage you to provide notice to us by the methods described in section 7 above of any violations of this section or the Agreement generally.
8. Our Responsibilities, Liability, Limitations on Liability; Indemnity: In the performance of the services required by this Agreement, We shall be entitled to rely solely on the information, representations and warranties provided by You pursuant to this Agreement, and any other applicable agreement or authorization provided by You, and shall not be responsible for the accuracy or completeness thereof. WE SHALL BE RESPONSIBLE ONLY FOR PERFORMING THE SERVICES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, AND SHALL BE LIABLE ONLY FOR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PERFORMING THOSE SERVICES. We shall not be responsible for Your acts or omissions (including, without limitation, the amount, accuracy, timeliness or transmittal or authorization of any PIN Payments initiated by You) or those of any other person, including without limitation any Federal Reserve Bank, Automated Clearing House or Receiving Depository Financial Institution (including without limitation the return of a PIN Payment by the applicable Receiver or Receiving Depository Financial Institution), and no such person shall be deemed Our agent. You agree to indemnify Us against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any claim or any person that We are responsible for any act or omission of You or any other person described in this Section 5.
- a. IN THE EVENT OF OUR LIABILITY, WE SHALL BE LIABLE ONLY FOR YOUR ACTUAL DAMAGES; IN NO EVENT SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHICH YOU MAY INCUR OR SUFFER IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN OR CONTEMPLATED BY US AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY WHICH YOU MAY ASSERT, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM OUR ACTS OR OMISSIONS PURSUANT TO THIS AGREEMENT.
 - b. Without limiting the generality of the foregoing provisions, We shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Our reasonable control. In addition, We shall be excused from failing to transmit or delay in transmitting a PIN Payment if such transmittal would result in

Our having exceeded any limitation upon Our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Our reasonable judgment otherwise violating any provision of any present or future risk control program of Ours, the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

- c. Subject to the foregoing limitations, Our liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Financial Institution of New York for the period involved. At Our option, payment of such interest may be made by crediting the Account resulting from or arising out of any claim of any person that We are responsible for any act or omission of You or any other person described in Section 5.
9. Inconsistency of Name and Account Number: You acknowledge and agree that, if a PIN Payment describes the Receiver inconsistently by name and/or account number, PIN Payment may be made by the Receiving Depository Financial Institution on the basis of the account number supplied by the Recipient, even if it identifies a person different from the named Recipient, and that Your obligation to pay the amount of the PIN Payment to Us is not excused in such circumstances.
10. Amendments: From time to time, we may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day. Such amendments shall become effective at the time they are posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Additionally, we may, from time to time, revise or enhance the Service and/or related applications, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications, and limit access to only the Service's more recent revisions or enhancements.
11. Notices, Instructions, Etc.:
 - a. Except as otherwise expressly provided herein, We shall not be required to act upon any notice or instruction received from You or any other person, or to provide any notice or advice to You or any other person with respect to any matter.
 - b. We shall be entitled to rely on written notice or other written communication (including without limitation electronic information entered on the Site) believed by it in good faith to be genuine and to have been authorized by You, and any such communication shall be conclusively deemed to have been signed by You.
12. Cooperation in Loss Recovery Efforts: In the event of any damages for which We or You may be liable to each other or a third party pursuant to the services provided under this Agreement, We and You will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elect to pursue against a third party.
13. Entire Agreement: This Agreement is the complete and exclusive statement of the agreement between Us and You with respect to the subject matter hereof and supersedes any prior agreement(s) between Us and You with respect to the subject matter. In the event performance of the Services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which We are subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and We shall incur no liability to You as a result of such violation or

amendment. No course of dealing between Us and You will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between Us and You regardless of whatever practices and procedures We and You may use.

f. **BILL PAYMENT SERVICE**

Our Bill Payment service allows you to make payments electronically or by check. Usage of this product is subject to the terms and conditions of this agreement, which includes our vendor's terms and conditions which follow, and are and is subject to change from time to time with or without notice.

1. Introduction. This Terms of Service document (hereinafter "Agreement") is a contract between you and Chelsea Groton Bank (hereinafter "we" or "us") in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of these General Terms for Each Service (referred to as "General Terms"), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

2. Service Providers. We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of the General Terms. Other defined terms are also present at the end of each set of Terms that follow after the General Terms, as applicable.

3. Amendments. We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

4. Our Relationship With You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or

liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

5. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

6. Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: Chelsea Groton Bank, 904 Poquonnock Road, Groton, CT 06340, Attention: Customer Care Center . We may also be reached at 860-448-4200 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

7. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 6 of the General Terms above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

8. Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identity verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

9. Receipts and Transaction History. You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

10. Your Privacy. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

11. Privacy of Others. If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

12. Eligibility. The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

13. Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and
- e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and

- f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and
- g. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

14. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

15. Payment Methods and Amounts. There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time in our sole discretion. For certain Services, you may have the ability to log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise

unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft check drawn against your account.

16. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we will extend the time periods specified above to a reasonable period.

17. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

18. Failed or Returned Payment Instructions. In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction

Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;

- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

19. Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in Section 6 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

20. Information Authorization. Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service. The following provisions in this Section apply to certain Services:

- a. **Mobile Subscriber Information.** You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with us. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. **Device Data.** We may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or Web site by devices associated with fraudulent or abusive activity. Such information may be used by us and our third party service providers to provide similar fraud management and prevention services for services or Web sites not provided by us. We will not share with service providers any information that personally identifies the user of the applicable device.

21. Service Termination, Cancellation, or Suspension. If you wish to cancel the Service, you may contact us as set forth in Section 6 of the General Terms above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

22. Errors, Questions, and Complaints.

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 6 of the General Terms above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
 - 1. Tell us your name;
 - 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 - 3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days, twenty (20) Business days for a new account, after you notify us of the error. We will tell you the results of our investigation in writing within three (3) Business Days after we complete our investigation of the error, and will

correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days, ninety (90) days for a new account to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. If it is determined there was no error we will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

23. Intellectual Property. All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

24. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In

addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

25. Password and Security. If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 6 of the General Terms above. See also Section 16 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

26. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

27. Disputes. In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

28. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. **NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR**

CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

29. Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 28 of the General Terms above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 28 of the General Terms of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

30. Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

31. Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

32. No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

33. Exclusions of Warranties. THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT

ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

34. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 OF THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

35. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this

Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 11, 17, 18, 23, and 26-35 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

36. Definitions.

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you 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.
- e. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- g. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

BILL PAYMENT SERVICE ADDITIONAL TERMS

1. Description of Service. The term "Bill Payment Terms" means these Bill Payment Service Additional Terms. The bill payment service (for purposes of these Bill Payment Terms, and the General Terms as they apply to these Bill Payment Terms, the "Service") enables you to receive, view, and pay bills from the Site.

2. Payment Scheduling. The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you 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, you 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, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft check drawn on your account, the draft check arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft check, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

3. The Service Guarantee. Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your 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 Section 2 of the Bill Payment Terms (Payment Scheduling).

4. Payment Authorization and Payment Remittance. By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Eligible Transaction Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Eligible Transaction Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service.

The Service will attempt to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee (as described in Section 3 of the Bill Payment Terms) shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller; and/or,

4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Eligible Transaction Account or causes funds from your Eligible Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Eligible Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

5. Payment Cancellation Requests. You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

6. Stop Payment Requests. The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact customer care for the Service in the manner set forth in Section 22 of the General Terms above. Although the Service will attempt to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

7. Exception Payments Requests. Exception Payments may be scheduled through the Service, however Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee (as described in Section 3 of the Bill Payment Terms) does not apply to Exception Payments.

8. Bill Delivery and Presentment. The Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

1. Presentation of electronic bills – You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary “trial basis.” In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial

electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.

2. Paper Copies of electronic bills – If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
3. Sharing Information with Billers – You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service’s records and the Biller’s records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for “trial basis” electronic bills.
4. Information held by the Biller. We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller’s services and/or bill information.
5. Activation. We will notify the Biller of your request to receive electronic billing information. The presentment of your 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. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
6. Authorization to obtain bill data. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
7. Notification. We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service

and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

8. Cancellation of electronic bill notification. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your 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. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
9. Non-Delivery of electronic bill(s). You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
10. Accuracy and dispute of electronic bill. We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

9. Disclosure of Account Information to Third Parties. It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations pursuant to our Privacy Policy (as further described in Section 10 (Your Privacy) of the General Terms), in addition to the circumstances set forth in Section 20 of the General Terms (Information Authorization):

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

10. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except

for fees that are specifically use-based. Use-based fees for the Service will be charged against the Billing Account. There may be a charge for additional transactions and other optional services. See our Schedule of Charges for charges that may apply. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Billing Account for such fees, as described in this Section, and there are insufficient fees in the Billing Account.

11. Biller Limitation. The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, the Service will notify you promptly if it decides to refuse to pay a Biller designated by you, as set forth in Section 13 of the General Terms (Prohibited Payments).

12. Returned Payments. In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible Transaction Account. You may receive notification from the Service.

13. Information Authorization. In addition to Section 20 of the General Terms (Information Authorization), you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

14. Bill Capture. The following Bill Capture terms and conditions in this Section 14 (Bill Capture) only apply to Bill Capture (as defined below). If Bill Capture is not available to you within our mobile banking application, then this Section 14 (Bill Capture) does not apply.

Bill Capture. Your use of our mobile banking application may include the ability to add bill payment payees by utilizing your mobile phone to take pictures of your paper bills ("Bill Capture"). Once you take the picture, Bill Capture extracts and prefills Biller information such as the name, address and account number of the Biller into our mobile banking app for use with the Service, or matches the bill to an existing Biller and prefills the amount due and due date. Bill Capture is subject to the following terms:

1. You shall use Bill Capture only for your own use in accordance with the terms of this Agreement;
2. We do not guarantee that your mobile device will be compatible with Bill Capture; and
3. You bear sole responsibility for confirming that the information captured by Bill Capture matches the information on the applicable bill pay stub, and in no event will we be liable for any results from your use of extracted data from Bill Capture with the Services, including,

without limitation, any late fees for payments sent to an improper Biller or improper account.

15. **Bill Discovery.** The following Bill Discovery terms and conditions in this Section 15 (Bill Discovery) only apply to Bill Discovery (as defined below). If Bill Discovery is not available to you from our Site, then this Section 15 (Bill Discovery) does not apply.

Bill Discovery. The bill discovery feature (“Bill Discovery”) enables the automatic searching, identification, and retrieval of information about your Billers and bills based on matching information about your identity. In order to enable Bill Discovery, you will need to authorize the Service to access and use information from your consumer report from a credit bureau and/or our Biller network in order for Bill Discovery to identify potential matches. By providing your consent within the Bill Discovery portion of the Site, you authorize the Service to access and use such information until you withdraw your consent. You may withdraw your consent within the Bill Discovery portion of the Site at any time. If Bill Discovery has identified Biller matches, the Service will allow you to add these Billers to your user profile. New Billers added through Bill Discovery are subject to Section 8 (Bill Delivery and Presentment) of the Bill Payment Terms.

16. Definitions.

"Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Due Date" is 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.

"Eligible Transaction Account" is as defined in Section 36 of the General Terms, except that it shall be limited to an account that you hold with us, and from which bill payments will be debited.

"Exception Payments" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

"Payment Instruction" is as defined in Section 36 of the General Terms, and is further defined as the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

"Scheduled Payment Date" is 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.

g. FAST BALANCES

The Fast Balances feature of the Mobile Banking Services enables you to view the Available Balance and recent transactions for your eligible deposit or loan Accounts via the CGB Mobile App without entering your log in credentials.

The types of Accounts that are eligible to be viewed in Fast Balances include checking, savings, money market and certificates of deposit as well as consumer loans and mortgages.

You may access Fast Balances in the Mobile App to add or delete Accounts for all Mobile Devices or to disable or re-enable Fast Balances for that Mobile Device.

AVAILABLE BALANCE

Fast Balances displays the Available Balance for each eligible Account. The Available Balance does not include available Overdraft Privilege amounts and does not include linked line of credit and deposit-to-deposit overdraft protection amounts.

You agree that by enrolling in and activating Fast Balances, Account information is available to you via our Mobile App without entering your log in credentials. For security purposes, Account numbers will not be visible but the type of Account, Available Balance(s) and the five (5) most recent transactions will be visible.

h. BIOMETRIC AUTHENTICATION

Biometric authentication features of the Mobile Banking Services are optional authentication methods that enable you to log into the CGB Mobile App using your fingerprint or facial recognition instead of your User ID and password.

Fingerprint Authentication is available for Touch ID capable iOS devices and Android devices that have compatible fingerprint support running Android 6.0 or higher. Face ID is available on iOS device models iPhone X and newer, as well as some iPad Pro and later models. These features require enrollment of compatible Mobile Devices after logging into your Account with your existing User ID and password. After device enrollment, you will be able to use biometric authentication options previously registered on the device to access your Account.

Touch ID and Face ID are trademarks of Apple, Inc. and Android is a trademark of Google Inc. Biometric Authentication is unsupported and may not work on Mobile Devices that are Jailbroken, Rooted, have customer ROM's installed or are using applications not authorized by Apple or Google. The Bank neither controls the functionality of Touch ID, Face ID or Android's fingerprint support, nor has access to your fingerprint information.

Once you have enabled your Mobile Device for Biometric Authentication, you may enroll in the Mobile App. The next time that you log in to the CGB Mobile App, you will be prompted to use your selected Biometric option.

Once you have enabled your Mobile Device for Biometric Authentication, thereafter, you can access the Mobile App to un-enroll or re-enroll a device. In addition, once Biometric Authentication has been

enabled on one or more of your Mobile Devices, you can log into the full site version of online banking to delete any previously enrolled device.

You agree that by enrolling in and activating Biometric Authentication, your personal and Account information is available to you through the CGB Mobile App without entering your User ID or password. In addition, you acknowledge and agree that anyone who has an authentication measure stored on your Mobile Device will have access to your personal and Account information through the CGB Mobile App. You should only enable Biometric Authentication if you are the only person who has registered authentication measures on your Mobile Device or understand that anyone that has an authentication measure registered to your Mobile Device will have access to your personal and Account information. For your security, anytime a new authentication measure is added to your Mobile Device, you will be required to re-enroll in Biometric Authentication.

i. **MOBILE CHECK DEPOSIT**

Our Mobile Check Deposit feature enables you to deposit of your checks to your accounts with us from your home, business or on the go.

DEPOSIT LIMITS

We may establish or change limits on the number of items and/or dollar amount of deposits that may be submitted through the use of Mobile Check Deposit from time to time in our sole discretion. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement and we will not be obligated to allow such a deposit at other times.

The Mobile Check Deposit limits described above are established for each online and mobile banking User and not for each Account. Therefore, if there are multiple Users authorized to deposit checks into an eligible Account, they each may deposit checks into that Account in accordance with their individual deposit limits.

The Mobile Check Deposit limits described above for each online and mobile banking User are aggregate limits for each User's eligible Accounts. Therefore, if a User deposits checks into one of their eligible Accounts, that will reduce the available number of items and/or dollar amount of mobile deposits that can be deposited to other eligible Accounts.

ELIGIBLE ITEMS

You hereby agree that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("**Reg CC**"). You agree that the Image of the check that is transmitted to the Bank (each such check and other item is referred to in this Agreement 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 (1990 Official Text). You also acknowledge and agree that deposits that you make using Mobile Check Deposit are not "**Electronic Fund Transfers**" as that term is defined in Consumer Financial Protection Bureau's Regulation E ("**Reg E**"). You further agree that you will not use Mobile Check Deposit to deposit any Checks or other items (considered ineligible or "**Prohibited Checks**") that:

- are payable to any person or entity other than yourself or otherwise to the owner of the account that the item is being deposited into (i.e., a third-party check);
- are prohibited by our then-current procedures pertaining to Mobile Check Deposit or are in violation of any law, rule or regulation;
- you know or suspect, 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 are drawn;
- have been previously endorsed by a bank and are either “Substitute Checks” (as defined in Reg CC or other applicable federal law or regulation) or “image replacement documents” that purport to be Substitute Checks, without our prior written consent;
- are drawn on financial institutions that are located outside of the United States or Territories of the United States;
- are payable jointly, unless deposited into a deposit account in the name of all payees;
- are remotely created checks, as defined in Reg CC, or are remotely created payment orders;
- are not payable in United States currency;
- are dated more than six (6) months prior to the date of deposit or contain a date in the future;
- have any endorsement on the back other than that specified in this Agreement;
- have previously been submitted through Mobile Check Deposit or through a remote deposit service offered at any other financial institution; and
- are not acceptable to us for deposit into a deposit account as provided in the Deposit Account Agreement.

If you deposit a Prohibited Check, you agree to indemnify and reimburse us for, and hold us harmless from and against, any and all losses, costs and expenses (including reasonable attorneys’ fees) that we may incur associated with any warrant, indemnity or other claim related thereto. Furthermore, if, after first having obtained our written consent to do so, you provide us with an electronic representation of a Substitute Check for deposit into an Account, instead of an Original Check, you agree to indemnify and reimburse us for, and hold us harmless from and against, any and all losses, costs and expenses (including reasonable attorneys’ fees) we incur because any such Substitute Check resulting from such electronic representation does not meet applicable Substitute Check standards and/or causes duplicate payments.

IMAGE AND MICR QUALITY

Each Image must provide all information on the front and back of the Original Check at the time presented to you by the drawer. Each Image of each Original Check will be of such quality that the following information can clearly be read and understood by sight review of such Image.

- The amount of the Check;
- The payee of the Check;
- The signature of the drawer of the Check;
- The date of the Check;
- The Check number;
- The information identifying the drawer and the paying bank that is preprinted on the Check, including the MICR line;

- All other information placed on the Check prior to the time an Image of the Check is captured, such as any required identification written on the front of the Check and any endorsements applied to the back of the Check; and

Each Image must also meet all standards for Image quality established by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearinghouse or association.

ENDORSEMENTS

Endorsements must be made on the back of the Check within 1 ½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and **“FOR MOBILE DEPOSIT ONLY AT CGB,”** or as otherwise specified by us from time to time. Any loss we incur from a delay, processing error or any other action resulting from an irregular, incomplete or missing endorsement or other markings by you will be your responsibility.

Checks made payable to multiple payees using **“OR”** require only the endorsement of one payee to deposit the check to an eligible account owned by the endorsing payee. Checks made payable to multiple payees using **“AND”** require the endorsement of all payees and the Check must be deposited into an eligible account owned by all payees. Checks submitted with incomplete or missing endorsements may be rejected for deposit.

RECEIPT OF DEPOSIT

All Images processed for deposit through Mobile Check Deposit will be treated as “deposits” under this Agreement and the Deposit Account Agreement. Notwithstanding the fact that we have accepted a deposit through Mobile Check Deposit for processing, any credit made to your Account shall be provisional as further described in the “FUNDS AVAILABILITY” section below, and you shall remain liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against us.

We shall have no liability to you for the rejection of a deposit through Mobile Check Deposit or the Images or other information contained therein or for our failure to notify you of such rejection. We are not responsible for any Image that we do not receive.

We reserve the right, at our sole and absolute discretion, to reject any Image for deposit into your Account. We will use commercially reasonable efforts to notify you of rejected Images by phone, email or other means.

Following receipt, we may process the Image by preparing a Substitute Check or clearing the item as an Image.

FUNDS AVAILABILITY

Funds from Checks deposited using the Mobile Deposit Services may not be immediately available to you and will be available in accordance with the Bank’s Funds Availability Policy as amended from time to time.

Deposits submitted using Mobile Check Deposit before 4:00 P.M. EST on a Business Day will be considered deposited on that day. Deposits submitted using Mobile Check Deposit after 4:00 P.M. EST and deposits received on a Saturday, Sunday or Federal holiday will be considered deposited on the next Business Day. Funds from deposits made using Mobile Check Deposit will generally be available on the second Business Day after the day of your deposit. However, we may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as we, in our sole discretion, deem relevant.

RETENTION OF ORIGINAL CHECKS

You must securely store the Original Check for fourteen (14) Calendar Days after transmission to us and make the Original Check accessible to us at our request. Upon our request you will be required to deliver to us within two (2) business days the requested Original Check in your possession. If not provided in a timely manner, such amount will be reversed from your Account. Promptly after such period expires, you must destroy the Original Check **by first marking it "VOID" and then destroying it by crosscut 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.**

You agree that you will never deposit the Original Check or present the Original Check to us or anyone else for payment. You understand that you are responsible if anyone is asked to make a payment based on an Original Check that has already been paid.

RETURNED DEPOSITS

Any credit to your Account for Checks deposited using Mobile Check Deposit is Provisional. As used herein, "Provisional" means that the credit for the deposit is made to your eligible Account subject to final payment of the Checks and subject to the terms of the Deposit Account Agreement. If Original Checks deposited through Mobile Check Deposit 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, you agree that an Original Check will not be returned to you, but that we may charge back the amount of the Original Check and provide you with an Image of the Original Check, a paper reproduction of the Original Check or a Substitute Check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an Original Check if it has been charged back to you.

We may set-off against any of your 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.

CHARGES FOR THE MOBILE DEPOSIT SERVICE

You agree to pay for any charges we may assess for Mobile Check Deposit in accordance with our applicable Schedule of Charges, as may be amended from time to time, or you may elect to terminate use of Mobile Check Deposit. We will advise you of any fee changes prior to implementing them to the

extent and as required by applicable law. You authorize us to automatically deduct any charges for Mobile Check Deposit from the Account into which the deposit was made for all such fees incurred in connection with Mobile Check Deposit or from any other of your Accounts even if such deduction causes an overdraft in the Account. In the future, we may add to or enhance the features of Mobile Check Deposit. By using such added or enhanced features, you agree to pay for them in accordance with the applicable Schedule of Charges.

MOBILE DEPOSIT SECURITY

You should complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your Mobile Device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. By using Mobile Check Deposit, you accept the risk that an item deposited through Mobile Check Deposit will be intercepted or misdirected during transmission. We bear no liability to you or others for any such intercepted or misdirected items or information disclosed through such transmission errors. You will notify us immediately by telephone at (860) 448-4200 between the hours of 8:00 A.M. and 7:00 P.M., Monday through Friday and 8:00 A.M. and 3:00 P.M., Saturday, if you learn of any loss or theft of Original Checks. You will ensure the safety and integrity of Original Checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

YOUR RESPONSIBILITY

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

You agree to notify us of any suspected errors regarding items deposited through Mobile Check Deposit right away, and in no event later than specified in the Online and Mobile Banking Services Agreement or the Deposit Account Agreement. You can contact us by calling (860) 448-4200 between the hours of 8:00 A.M. and 7:00 P.M., Monday through Friday and 8:00 A.M. and 3:00 P.M., Saturday, or by visiting one of our retail banking offices.

YOUR WARRANTIES

You make the following warranties and representations with respect to each Original Check and Image:

- Checks Deposited. You will only deposit Original Checks that are authorized by this Agreement, the Online and Mobile Banking Services Agreement and the Deposit Account Agreement;
- Original Check. 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. You have possession of the Original Check and no party will submit the Original Check for payment;

- Accuracy of Information. The amount, payee(s), signature(s) and endorsement(s) on the Image and on the Original Check are legible, genuine, and accurate;
- No Duplicates. You will not create duplicate Images of the Original Check, transmit a duplicate Image, deposit or otherwise negotiate the Original Check of which an Image was created. You 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;
- Image Quality. Each Image is a true and accurate rendition of the front and back of the Original Check and complies with the requirements of this Agreement;
- Authority. You are authorized to enforce and obtain payment of the Original Check.

With respect to each Original Check and Image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and Images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

MOBILE CHECK DEPOSIT UNAVAILABILITY

Mobile Check Deposit 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 Mobile Check Deposit is unavailable, you may deposit Original Checks at our retail banking offices or through our ATMs or by mailing the Original Check to: Chelsea Groton Bank, 904 Poquonnock Road, Groton, CT 06340, Attention: Customer Care Center. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature you sustain as the result of your inability to use Mobile Check Deposit.

ACCEPTANCE OF TERMS

By using or continuing to use Mobile Check Deposit, you agree to the terms of this Agreement and any changes to such terms and conditions that apply to the use of Mobile Check Deposit by you. If you do not agree with these terms (as may be amended from time to time), you may not use Mobile Check Deposit. Your agreement will be deemed effective for as long as you use Mobile Check Deposit.

COOPERATION WITH INVESTIGATION

You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through Mobile Check Deposit in your possession and your records relating to such items and transmissions.

j. TEXT BANKING

Text Banking services are available utilizing SMS text messages by registering your mobile phone in Online Banking. You are solely responsible for the content of and the misdelivery of any messages. You agree to provide accurate source identification for any SMS messages sent to you.

You will have access to the Text Banking Services until terminated by the Bank, by you, or by a third party such as your Carrier or Device vendor. You may cancel participation in the Mobile Banking Services by removing the mobile banking app from your Device. You can cancel participation in mobile text banking by sending a text that says "STOP" to this number (1-860-856-9832). You will receive a one-time confirmation message and after that, you will not receive any future messages. You agree that the Bank or its third party vendors may change or cancel the Mobile Banking Services, or may suspend your access to the Mobile Banking Services at any time without notice and for any reason, including but not limited to your non-use of the Mobile Banking Services. The Bank and its third party vendors shall not be liable for any modification or discontinuance of the Mobile Banking Services.

k. ONLINE ACCOUNT OPENING

Online Account Opening is available through Online & Mobile Banking for existing customers. Accounts opened through this service are subject to the terms and conditions of the required new account disclosures and agreements which are required to be electronically accepted as part of this process. These are available for download by visiting: <https://chelseagroton.com/disclosurespage>. Please note additional disclosures may be required for new customers.

Accounts will generally be made available within 5 business days dependent on the funding type chosen or if there are any complications in opening your account such as ineligible account type chosen, information missing, etc. We will contact you, at minimum, via secure email message within Online & Mobile Banking if there are any complications with your new account.

I. USER CONDUCT

You will not, directly or indirectly, acting alone or in concert with others: (a) participate in or assist in any fraudulent or deceptive act or practice; (b) use the Online & Mobile Banking Services or applicable software to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation; (d) make a statement to the Bank that is false, misleading or inaccurate; (e) be defamatory, libelous, unlawfully threatening or unlawfully harassing; (f) interfere with or disrupt the Online & Mobile Banking Services application or software; (g) interfere with or disrupt the use of the Online & Mobile Banking Services by any other user; (h) use the Online & Mobile Banking Services or applicable software to gain unauthorized entry or access to the systems or information of others.

ENHANCEMENTS AND MODIFICATIONS TO SERVICE

The terms and conditions of the Online & Mobile Banking Services are subject to change without notification to you, unless prior notification is required by law. Chelsea Groton Bank reserves the right to revoke or refuse access to the Online Banking Service and/or Mobile Banking Services. We may cancel your Online & Mobile Banking Services or Mobile Banking Services at any time with or without written notice to you.

ACCURATE INFORMATION

You warrant and represent that all information that you provide to the Bank in connection with the Online & Mobile Banking Services is accurate, current and complete. You will not misrepresent your identity or Account information to the Bank. YOU AGREE THAT THE BANK WILL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION THAT YOU PROVIDE TO THE BANK.

OWNERSHIP AND LICENSE

You agree that we and/or our Processor and/or Online/Mobile service provider(s) / technology partner(s) retain all ownership and proprietary rights to Online and Mobile Banking, associated content, technology and website(s). Your use of these services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, your breach of this Agreement immediately terminates your right to use of these services. Without limiting the restriction of the foregoing, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology, copy or reproduce all or any part of the technology; or interfere, or attempt to interfere, with the technology. We and our Processor and/or service provider(s) / technology partners retain all rights, title and interests, software and developments made available to you.

You warrant and represent that you are a legal owner of the Accounts that are accessible to you through use of the Online & Mobile Banking Services.

By accessing the Accounts through use of the Services, you represent that you are not violating the rights of any other person, nor is the consent of any third person required for you to obtain information or conduct transactions on the Accounts. You also represent that you are authorized to permit the Bank or any third party vendors of the Bank to use any information submitted by you to configure the Services to be compatible with the Accounts and, as applicable, computers, laptops, portable devices and mobile handsets.

J. Liability & Warranties

DISCLOSURE OF INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

- Where it is necessary for completing transactions;
- Where it is necessary for activating additional services;
- In order to verify the existence and condition of your account to a third party, such as a credit bureau or merchant;
- In order to comply with a governmental agency or court orders;
- If you give us your written permission; or
- In accordance with Chelsea Groton Bank's "Privacy Policy"

YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

Tell us at once if you believe that your security credentials including but not limited to your User ID, password and security questions and answers have been lost, stolen or compromised. If you tell us within two (2) Business Days after you discover your security credentials or other means to access the Online & Mobile Banking Services have been lost, stolen or compromised, your liability is no more than \$50.00 should someone access your Account(s) without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your security credentials or other means to access your account if you had told us, you could be liable for as much as \$500.00. Also, if your Account statement contains transfers that you did not authorize, tell us at once. If you do not tell us within sixty (60) days after the statement was delivered to you of any unauthorized or fraudulent use of your Account, you may be liable for money lost after the sixty (60) days. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

OUR LIABILITY

If Chelsea Groton Bank does not complete a transfer or bill payment to or from your Account on time or in the correct amount in accordance with your transfer or payment instructions, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance, if:

- Through no fault of ours, you do not have enough funds in your Account(s) to make a transfer or payment;
- We have paid funds from, or placed a "hold" on funds in your Account or remitted funds to another party, pursuant to reasonable business procedures, or in compliance with legal processes such as a garnishment, tax levy or court order;
- We or you have terminated your Online & Mobile Banking Services or closed your Account;
- You have not provided the Bill Payment Service with the correct names, phone numbers, or account information of your Payee;
- You choose a Deliver By Date that is not equal to or earlier than the Payee's due date excluding any grace periods;
- The Payee mishandles or delays a payment sent by the Bill Payment Service;
- Your computer, the software, phone lines, our computer systems or the Online & Mobile Banking Services were not working properly or were temporarily unavailable, and this problem was apparent to you when you attempted the transfer or payment, or you were advised by us or the Service about the malfunction before you executed the transaction;
- Circumstances beyond our control prevented the transfer or payment, despite reasonable precautions that we have taken, include telecommunication outages, postal strikes, fires, floods or other natural disasters;
- We have received incomplete or inaccurate information from you or a third party involving the Account with respect to a transfer or payment;
- We have reasonable basis to believe that unauthorized use of your security credentials has occurred or may be occurring;
- You have supplied your security credentials or otherwise provided access to the Online & Mobile Banking Services to another party;
- For any other reason specified in this Agreement or any other agreement we have with you.

The Bank may change the Online/Mobile Banking Services at any time, and refuse to process any transaction through the Online/Mobile Banking Services. You are required to know and understand how to use the Online/Mobile Banking Services, as they may be changed or upgraded from time to time. The Bank shall not be liable to you for any losses caused by your failure to properly use either the Online/Mobile Banking Services or your Device. You acknowledge that there may be transactions on your Account that are not yet reflected on information displayed through these services, and consequently the Bank does not guarantee that the information conveyed by these services is up to date or accurate.

Except as otherwise required by law, the Bank is also not liable for any delays, failure to deliver, or misdirected delivery of any communication; for any deletions or failure to store any user data; for any personalization settings; for any errors in the content of a communication; or for any actions taken or not taken by the Bank or any third party in reliance on a communication.

EXCEPT AS OTHERWISE REQUIRED BY LAW, YOU AGREE THAT THE BANK WILL NOT BE LIABLE FOR ANY LOSS THAT YOU INCUR AS A RESULT OF SOMEONE ELSE USING YOUR DEVICE EITHER WITH OR WITHOUT YOUR KNOWLEDGE. FURTHERMORE, THE BANK IS NOT LIABLE TO YOU FOR ANY LOSSES INCURRED AS A RESULT OF THE THEFT, LOSS OR MISAPPROPRIATION OF ANY DATA OR INFORMATION STORED ON YOUR MOBILE DEVICE.

WARRANTIES DISCLAIMER

YOU AGREE YOUR USE OF THE ONLINE & MOBILE BANKING SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE EXTENT ALLOWED BY LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE ONLINE & MOBILE BANKING SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THE ONLINE & MOBILE BANKING SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE ONLINE & MOBILE BANKING SERVICES WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE ONLINE & MOBILE BANKING SERVICES OR TECHNOLOGY RELATED TO THE SERVICE WILL BE CORRECTED. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR THE SERVICE TO BE PERFORMED PURSUANT HERETO.

THE BANK MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, IN LAW OR IN FACT, TO YOU OR TO ANY OTHER PERSON AS TO ANY COMPUTER HARDWARE, SOFTWARE OR EQUIPMENT IN CONNECTION WITH THE ONLINE & MOBILE BANKING SERVICES, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEMS OR RELATED EQUIPMENT, MOBILE DEVICE OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, OR AS TO THE SUITABILITY OR COMPATIBILITY OF THE BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN

UNINTERRUPTED MANNER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE REQUIRED BY LAW, YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE ONLINE & MOBILE BANKING SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW. ANY PROVISION IN THIS AGREEMENT, ANY OTHER AGREEMENT OR THE RULES TO THE CONTRARY NOTWITHSTANDING, BANK SHALL ONLY BE LIABLE FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

INDEMNIFICATION

Except as otherwise required by law, you agree to indemnify, defend, and hold harmless the Bank and its affiliates and service providers (including all of their respective directors, officers and employees) from and against any and all claims, liability, damages, expenses and costs (including without limitation reasonable attorneys' fees, court costs and associated expenses) caused by or arising from your use of the Online & Mobile Banking Services, the Application and/or the Software, your violation of this Agreement, or your violation of applicable federal, state or local law, regulation or ordinance, or your infringement (or infringement by any other user of your Account(s)) of any intellectual property or any third party's rights, or any claim by you that any person possessing your security credentials including but not limited to your User ID, password, personal image and security word or phrase and security questions and answers did not have the authority or you did not properly grant authorization for the use of your security credentials, or otherwise in connection with the use of or access to your Account (s).

K. ERROR RESOLUTION FOR CONSUMER ACCOUNTS

In case of errors or questions about your transactions initiated through Chelsea Groton Bank's Online & Mobile Banking Services, call us immediately at (860) 448-4200.

Otherwise, write to us at:

Chelsea Groton Bank
Attention: Customer Care Center
904 Poquonnock Road
Groton, CT 06340

We must hear from you no later than sixty (60) days after the FIRST statement on which the problem or error appeared.

If you tell us orally, we may require that you send your complaint or question in writing within ten (10) business days. We determine if whether an error occurred within ten (10) business days (twenty (20)

business days if the error occurred for a new account within thirty (30) days of the first deposit) of hearing from you, and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days if the error occurred for a new account within thirty (30) days of the first deposit) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. We will send you a written explanation within three (3) business days of completing our investigation.

If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may exercise our right to not provisionally credit your account. Please note that contacting us by telephone will not preserve your rights. If it is determined that there was no error, we will send you a written explanation within three (3) business days of completing our investigation, and any provisional credits will be reversed. If you do not have sufficient funds in your account to cover the amount of the provisional credit, the account will be overdrawn, and you will be responsible for payment. You may ask for copies of the documents that we used in our investigation.

We will tell you the results of our investigation in writing within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly.

L. COMPLIANCE WITH LAW

You will use Online & Mobile Banking for lawful purposes and in compliance with all applicable laws, rules and regulations. You agree to comply with all existing and future operating procedures used by us for processing of transactions. You further agree 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 we are a member or to which rules we have 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 Agreement and the Rules, the Rules will control.

M. SERVICE TERMINATION OR SUSPENSION

You may terminate your use of Chelsea Groton Bank's Online & Mobile Banking Services at any time by requesting your profile be deleted through Online or Mobile Banking or by calling the Chelsea Groton Bank Customer Care Center at (860) 448-4200. You may also write to

Chelsea Groton Bank
Attention: Customer Care Center
904 Poquonnock Road
Groton, CT 06340

You agree that we may terminate or suspend your use of Chelsea Groton Bank's Online & Mobile Banking Services in whole or in part, for any or no reason, at any time without prior notice. If we terminate or suspend your use of Chelsea Groton Bank's Online & Mobile Banking Services, we reserve

the right to make no further transfers, payments or transactions from your Account, including any transfers and transactions you have previously authorized.

Termination shall not affect your liability under this Agreement for transactions commenced or accepted by the Bank on your behalf prior to such termination.

If you do not log in or otherwise access your Online & Mobile Banking Services for an extended period of time, the Service or Services may be considered inactive. We reserve the right to terminate your access to the Service or Services without notification to you if the Service or Services have been inactive for ninety (90) consecutive days.

AMENDMENTS

We may amend these terms at any time, in our sole discretion, by giving notice to you if and as provided in this Agreement, the Online and Mobile Banking Services 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. Your continued use of these services shall constitute your agreement to such amendments.

ASSIGNMENT

You may not assign this Agreement to any other party. The Bank may assign this Agreement or any part of it to any of the Bank's affiliates or to a successor of Bank by merger or acquisition.

SEVERABILITY

If any provision of this Agreement is declared unenforceable by a court of competent jurisdiction, then such provision shall be unenforceable only to the extent of such ruling, so that the remainder of that provision and all remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

NO WAIVER

No delay or failure on the part of the Bank in exercising any of the Bank's rights under this Agreement shall constitute a waiver of such rights and no waiver by the Bank of any right under or term or provision of this Agreement will be deemed a waiver of any other right, term or provision of this Agreement at that time or a waiver of that or any other right, term or provision of the Agreement at any other time.

ENTIRE AGREEMENT

The terms of the Bank's Deposit Account Agreement and all other agreements with the Bank pertaining to Online & Mobile Banking Services are incorporated by reference and made a part of this Agreement. In the event of any inconsistency between such agreements and this Agreement, the provisions of this Agreement shall control to the extent necessary. You agree that this is the entire statement of the terms and conditions which apply to the subject matter hereof. This Agreement supersedes any prior agreements between the parties relating to the Online & Mobile Banking Services.

NO COMMERCIAL USE OR RESALE

You agree that the Mobile Banking Services are only for your personal use. You agree not to make any commercial use of the Mobile Banking Services or resell, lease, rent or distribute access to the Mobile Banking Services.

CAPTIONS AND HEADINGS

The captions and headings contained in this Agreement are for convenience of reference only and shall not be used to limit the applicability or meaning of any provisions of this Agreement.

GOVERNING LAW

This agreement shall be governed by, and construed in accordance with, the laws of the State of Connecticut, without reference to its conflict of law's provisions, and applicable federal law.

NOTICES

Any notice to be delivered to you shall be sent by regular mail or e-mail to the most recent address for you in our records. Notices to the Bank shall be sent by first class mail, postage prepaid to:

Chelsea Groton Bank
Attention: Customer Care Center
904 Poquonnock Road
Groton, CT 06340