



## HINGHAM INSTITUTION FOR SAVINGS Personal Online Banking Services Agreement

Welcome to Hingham Savings Personal Online Banking. This Agreement explains the terms by which you may use the banking and other financial services we offer to you on our website and mobile banking applications (collectively referred to as ("Services")). By requesting and using these Services, you agree that you have read and agree to comply with the terms and conditions of this Agreement.

### **SECTION 1. Definitions**

"Account" means a checking, savings, certificate of deposit, or money market deposit account that you have with the Bank. Account also includes any loans you may have with us such as consumer loans, residential mortgage loans and personal lines of credit.

"Account Access" means your ability to view account(s) and transaction information for Online Accounts. It also includes your ability to transfer funds between eligible Online Accounts.

"Account Agreement" means the agreements between you and us that govern the use of your Accounts, including the deposit account agreement, any funds availability agreement, electronic fund transfer agreement or disclosure, line of credit agreements and schedule of fees and charges that were provided to you at account opening or subsequent revisions.

"Account to Account Transfer" means the service that allows you to initiate an electronic transfer from your Online Account to your account at another financial institution.

"Authorized User" refers to a person who is a common owner/authorized signer of all Online Accounts.

"Banking Day" shall refer to any day on which the Bank is open to the public during any part of such day for carrying on substantially all of its banking functions. However, for the purposes of this Agreement, Saturday is not a Banking Day.

"Bill Payment Account" means the Online Account you have authorized us to debit for payments made to Payee(s) in connection with the Bill Payment Service.

"Bill Payment Service" means our service that allows you to pay funds to designated Payees based upon your Online instructions to us.

"Bill Presentment Service" means our service that allows you to pay, view and manage bills from designated Payees based upon your Online instructions to us.

"Card Management Services" means your ability to manage certain settings for your Hingham Savings' Debit Card. Settings include the ability to block transactions, limit transactions by the type of merchant or location, or any other services which may be added.

"E-Bills" means those bills that you can access through the Bill Presentment portion of the Online Banking Service

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

"eStatement" refers to our electronic delivery of your statement, notices and disclosures.

"Mobile Services" means collectively Account Access Services, Bill Payment Services, Transfer Services, Card Management Services, Mobile Deposit Services and any other services which may be added from time to time through the Personal Mobile Banking Application

"Online Banking Services" means collectively Account Access Services, Transfer Services, Bill Payment Services, eStatements and Mobile banking.

"Online Accounts" means those Accounts that you can access through Online Banking Services.

"Password" means the confidential identification sequence selected by you for identification purposes in connection with the use of Online Banking Services.

"Time of day" references are to Eastern Standard Time or Eastern Daylight Time, as applicable.

"Transfer" means any electronic banking transaction, including a deposit, withdrawal or bill payment made electronically.

"Username" means the unique ID you enter during the enrollment process that will be used in conjunction with your password to gain access to your online account

"You" and "Your" refer to the Customer who requests the Online Services as well as any person authorized by the Customer.

"We," "us", "our" or "Bank" refers to Hingham Institution for Savings which offers the Online Banking Services and which holds the accounts accessed by the Online Banking Services.

## **SECTION 2. Access To Online Banking Services**

In order to activate your Online Banking Services, complete the registration processes on our website or use our Personal Mobile Banking app. At the time of your enrollment for Online Banking Services, you will be prompted for several key pieces of information that allow the Online Banking System to authenticate you. You will be required to define an Username, Password and security challenge questions.. **You should commit your Username, Password and security challenge questions to memory. Any person having access to your Username, Password and security challenge questions will be able to access the Online Banking Services and perform all transactions, including reviewing Online Account information and making payments to other persons, for all accounts that are linked for Online Account Access.** We reserve the right to refuse access to any individual or entity access to any specific account as we deem necessary.

Your enrollment will be processed as soon as all of the authenticating information has been verified to our records. You will gain access to your Online Banking Services through the use of your device, your Service Provider, your Username, Password and security challenge questions. .

You agree to assume responsibility for all transactions up to the limits allowed by applicable law.

### Equipment and Software Requirements

You are solely responsible for purchasing, obtaining, installing, operating and maintaining all necessary software for your device, used to access Online Services through Hingham Institution for Savings. We are not responsible for any errors or failures from any malfunction of your device or any virus or other problems related to the use of the Online Banking Services.

We are not responsible for any error, damages or other loss you may suffer due to incompatibility, malfunction or misapplication of any system you use, including your browser, your Service Provider, your software or any equipment you may use (including your telecommunications facilities, computer hardware, mobile device and Internet connection) to access Online Services or communicate with the Bank. We may make changes to the

software used in conjunction with this service, this Agreement or any other agreements.

### **SECTION 3. Use Of Your Security Password**

The safety of our customers' accounts and account information is of paramount importance to Hingham Institution for Savings. You agree to keep your Username and Password confidential. You agree that we are entitled to act on transaction instructions received using your Username and Password in the same manner as your signature would authorizing a transaction. You agree to assume liability for all transactions initiated through the Online Banking Service with your Username and Password up to the limits allowed by applicable law. While the Bank continues to provide our customers with the level of security we believe necessary and appropriate, customers who share their Username and Password are giving up the full benefit of our security measures and legal protections to which they may be entitled. No representative from the Bank will ever call or email and ask for your Username and Password; however if you contact us, you may be asked for your Username and other personal information to verify your identity.

### **SECTION 4. If Your Password Has Been Lost, Stolen, Or Forgotten**

If you have reason to believe that your Username, Password or security challenge questions have been lost, stolen, compromised or that an unauthorized person has used or attempted to use Online Banking without your permission, you must notify the Bank immediately using the contact information provided in Section 8 of this Agreement. Calling us is the best way of minimizing your losses.

If you believe there have been unauthorized transactions on your personal account, and you tell us within two (2) Banking Days after you learn of the loss, theft or unauthorized access, you can lose no more than \$50.00 if someone uses your Username, Password and any other security questions without your permission. If you do NOT notify us within two Banking Days after you learn of the theft, loss, or unauthorized access using your Username, password or any other security questions and we can prove that we could have stopped someone from using your Username, Password and any other security questions to conduct unauthorized transactions without your permission if you had told us, you could lose as much as \$500.00.

If you believe there have been unauthorized transactions on business or other non-personal accounts you access through the Online Banking Service, you may be held responsible for all transactions posted against these accounts. This is true even if the use of Online Banking is unauthorized and even if you notified us of the unauthorized use immediately. Once we have been notified of a loss, theft or unauthorized use of a Username, Password and any other security questions and we have had a reasonable opportunity to act on that notice, however, you will not be responsible for further transactions initiated with that password unless we can prove that you could have avoided the unauthorized access.

If you forget your Password, you may use the Forgotten Password feature to establish a new password. If you are unable to reset the password yourself, or if you prefer, you may contact the Bank by phone to have your password reset. Upon verification, the Bank will provide you with the necessary information to re-activate your online account.

### **SECTION 5. Banking Transactions With Online Account Access**

You may use Online Services to access your deposit and loan accounts, establish new deposit accounts and process certain types of transactions. Access to deposit accounts may include;

- Balance and transaction history information
- Statements and certain images
- Download transaction information to Quickbooks or to your computer.

#### **Transaction Processing**

- In addition to viewing account information, you may use the Service to transfer funds among accounts you hold at Hingham Institution for Savings and other banks.

NOTE: Because regulations may require us to limit pre-authorized transfers (including Online Banking

transfers) on certain accounts, the following limitations may apply: Statement Savings and Money Market Accounts. You can make no more than six (6) transfers per statement period by pre-authorized or automatic transfer or Online Account Access. Transfers from passbook accounts and certificates of deposit are not allowed.

You may transfer funds through the Services in any amount unless specified. We deduct the amount of your funds transfer from your Account on the Banking Day you instruct us to process it. Transfers made during non-banking hours may not be processed until the next business day. We may refuse to act on your funds transfer request if sufficient funds, including funds available under any overdraft plan or sweep account, are not available in your account on the Business Day your funds transfer is set to take place.

New services may be introduced for Online Account Access from time-to-time. By using these services when they become available, you agree to be bound by the Terms and Conditions, available to you.

**Stop Payments** You may only place a stop payment on a check you have written from an account accessed through the Service. If you need to place a stop payment on an electronic ACH debit, use the Stop Payment Form on our website. Prior to placing a stop payment, please check your account history to verify that the check has not already cleared your account. The Bank will not be responsible for a Stop Payment placed if the Stop Payment information is not accurate. The Stop Payment will be in effect immediately upon confirmation if placed during normal business hours. If the Stop Payment is placed after normal business hours, the Stop Payment will be in effect at the start of business on the following Business Day. Your request to place a Stop Payment online will be considered your electronic signature authorization to complete the Stop Payment Order.

The STOP PAYMENT ORDER shall be in effect for 6 months from the date of the order unless renewed or canceled by you in writing. If not renewed at that time, the stop payment order will automatically be canceled. Refer to the current fee schedule for the fee amount for the Stop Payment Request.

## **Section 6 Mobile Banking and Deposit**

Mobile Banking and Deposit are available to you as part of our Online Services. Access to the Personal Mobile Banking and Deposit services and features will be determined by the accounts, services and features available to you through Online Services. You must install our Hingham Savings Personal Mobile App on your Mobile Device(s) that you wish to use with Mobile Banking. Once installed, you can enroll for Online Services or login to your existing online banking service using the same login credentials (Username, Password and security questions) that you use to log into Personal Online on your desktop. You acknowledge that certain features available in Personal Online may have limitations when accessed through Personal Mobile Banking and Deposit. You are responsible for the accuracy of your data entry and use of the application when accessing accounts and conducting transactions from your mobile device. The Bank is not liable for errors caused by your misuse or error. This includes any error caused by “pre-filling” automated entry on your behalf by the device, system or application software.

### **Mobile Deposit Services**

The Mobile Deposit Service allows you to make deposits to your checking or savings account(s) from anywhere by taking a picture (scan) of a check. By using the Mobile Deposit Service, you authorize the Bank to convert check(s) to images and create substitute checks for the purpose of clearing the check.

### **Deposit Limitations**

The current daily maximum amount that can be deposited through the Mobile Deposit Service on any Business Day is \$25,000, but can be adjusted to meet your needs. Please contact Client Services at 781-749-2200 for additional information. The Bank however, reserves the right to impose and/or modify limits on the amount(s) and/or number of transactions made using the Mobile Deposit Service from time to time. Funds deposited using the Mobile Deposit Service after 5:00 PM, EST and/or on a non-Business Day will apply to the daily maximum amount for the next Business Day.

## **Additional Agreements**

In addition to these terms and conditions, additional terms and conditions apply for Mobile Banking and Deposit services and must be accepted prior to utilizing the service.

## **SECTION 7 Additional Services**

### **Bill Payment and Presentment Service**

The Bill Payment and Presentment Service permits you access to direct payments from your designated Bill Payment Account to third parties you wish to pay as well as view and manage your bills from designated payees. You will need to complete the enrollment process accessible in Personal Online to activate the service. Your designated Bill Pay Account must be a Checking or Money Market account. Money Market Accounts by regulation may have transaction limitations as outlined in Section 5 of this agreement...

### **Payments**

All payments you make will be deducted from the account that you designate as the appropriate account for each payment. Any payments you wish to make through the Bill Payment Service must be payable in U.S. dollars to a payee located in the Continental United States. We reserve the right to restrict types of payees to whom payments may be made.

Payment may be sent electronically or in check form based on the payment preference of the biller. The earliest possible Scheduled Payment Date for each Biller will be designated within the application when you are scheduling the payment. You will not be permitted to select a payment date less than the earliest possible payment date designated for each biller. When scheduling payments you must select a 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.

You can cancel or make changes to your biller information or scheduled payments at any time. For scheduled payments, the payment may be changed or cancelled until we begin to process your payment. Once the payment is in process, no changes or cancellations can be made.

### **Bill Presentment**

You may elect to receive your billing statements electronically within the Bill Payment Service from supported billers. Your activation of an electronic bill constitutes your authorization for the Bank to obtain bills on your behalf. Once we notify your biller of your request, it may take up to 60 days for receipt of the first statement. You are responsible for notifying your biller if you do not receive your statement and agree to hold the Bank harmless should your biller fail to deliver your statement.

You may cancel the electronic delivery of your statements through the service at any time. Cancellation requests vary by biller and may take up to 60 days from the time of your request for cancellation to be completed

## **Additional Agreements**

In addition to these Terms and Conditions, additional Terms and Conditions apply for Bill Payment Service. You agree that by requesting and using the Bill Payment Service, that you have read and agree to comply with these additional Terms and Conditions of the Bill Payment Service.

You may cancel this service at any time by calling us at 781.749.2200. When BillPay is terminated all pre-scheduled payments made through the Bill Payment Service will be cancelled.

### **Open an Account**

You may establish a new Hingham Institution for Savings deposit account through the Open an Account feature available in our Online Services. Accounts may be established in your name, with a joint account owner or

beneficiary. During the online account opening process, you will be asked to provide the opening deposit amount as well as the bank routing and account number we should use to complete the funding process (the “funding account”). You agree that by completing this process, you are an owner of the funding account and have the authority to complete the funding process. We will fund your new account once you have completed the verification process using the funding verification email sent to you at the email address on file for Online Services.

### **Card Management**

Card Management Services allow you to manage your Hingham Institution for Savings Debit Card within our Personal Mobile Banking App. Your Username for Online Services will be used to validate your access to card controls during activation and at each subsequent login.

### **Card Controls**

You can establish and customize alert notifications for card activity or set card controls to limit when and where your card can be used. You may change the alert preferences or card controls you have established for your card at any time by accessing the service and updating your settings accordingly.

### **Additional Agreements**

In addition to these Terms and Conditions, additional Terms and Conditions for Card Management Services will apply. You agree by requesting and using Card Management Services, that you have read and agree to comply with these additional Terms and Conditions of the Card Management services.

### **Account to Account Transfers**

See Section 21 of this Agreement

## **Section 8. Electronic Communication Agreement**

By requesting and using these Services, you agree that you are willing and able to receive communications (disclosures, notices, agreements, fee schedules, privacy policies, statements, records, documents and other information we provide you, or that you sign and submit or agree to at our request) in electronic format. Any such mail or email will be sent to you at the address on file and shall be considered received when delivered in such a manner. You agree to promptly notify us if your email address has changed by updating your email address in Personal Online banking or by contacting us using any of the following:

- Sending an email to: [cs@hinghamsavings.com](mailto:cs@hinghamsavings.com)
- Calling 781-783-1796 8:30 AM – 5:00 PM (EST), Monday through Friday, on a Banking Day
- Writing a letter and either giving it to a Customer Service Representative at any branch location or sending it to the following address:

Hingham Institution for Savings  
Online Banking Department  
55 Main Street  
Hingham, MA 02043.

If you withdraw your consent to receive communications in electronic format we will terminate your Personal Online Banking Access.

## **Section 9. Alerts/Messages**

Online Banking allows you to set up automated alerts triggered by events based on your criteria selection. E-mail alerts will be sent to the e-mail address you provide in creating the alert. You acknowledge:

- We may add or remove types of alerts from time to time.
- If you change your e-mail address you are responsible for changing this in the alerts you have already set up.
- You agree that alerts may be delayed or prevented for a variety of reasons. You agree that we shall not be liable for any delays, delivery failure or misdirected delivery of any alert.

- We do not guarantee the delivery or validity of the contents of any alert.
- We will never include your password or full account number in an email alert, however, you understand that alerts may include your name and information about your accounts.

**Alerts.** Your enrollment in Hingham Institution for Savings Online Banking and/or Mobile Banking (the “Service”) includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your Hingham Institution for Savings account(s). Account Alerts and Additional Alerts must be managed and/or added online through the Service. We may add new alerts from time to time, or cancel old alerts. We usually notify you when we cancel alerts, but are not obligated to do so. Hingham Institution for Savings reserves the right to terminate its alerts service at any time without prior notice to you.

**Methods of Delivery.** We may provide alerts through one or more channels (“endpoints”): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your Hingham Institution for Savings Online Banking message inbox. You agree to receive alerts through these endpoints, and it is your responsibility to determine that each of the service providers for the endpoints described in (a) through (c) above supports the email, push notification, and text message alerts provided through the alerts service. Please be advised that text or data charges or rates may be imposed by your endpoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

**Alerts via Text Message.** To stop alerts via text message, text "STOP" to 48179 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore alerts on your mobile phone, just visit the alerts tab in Hingham Institution for Savings Online Banking. For help with SMS text alerts, text “HELP” to 48179. In case of questions please contact customer service at 781-749-2200. Our participating carriers include (but are not limited to) AT&T, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

**Limitations.** Hingham Institution for Savings provides alerts as a convenience to you for information purposes only. An alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Hingham Institution for Savings’ control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Hingham Institution for Savings, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

**Alert Information.** As alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your alerts will be able to view the contents of these messages.

## **Section 10. Statements**

You have the option to enroll in eStatements, allowing you to receive monthly / quarterly statements electronically as well as disclosures and notices pertaining to your account. eStatements can be activated through Personal Online by accepting the Terms and Conditions and entering the authentication code provided to you at the time of activation. You may cancel eStatements at any time by contacting us as outlined in Section 8 of this Agreement. If not enrolled in eStatements, you will continue to receive your monthly or quarterly account statement, depending on the type of account via US Mail.

## **Section 11. Other Agreements**

In addition to this Agreement, you and the Bank agree to be bound by and comply with the requirements of the

agreements applicable to each of your Online Accounts. Your use of the Online Banking Services is your acknowledgment that you have received these agreements and intend to be bound by them.

You assume exclusive responsibility for the consequences of any instructions given to the Bank, or your failure to access Online Services properly in the manner prescribed by the Bank, and for your failure to supply accurate input information, including, without limitation, any information contained in an application.

You shall review other disclosures received by you when you open your accounts with the Bank, including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures.

**SECTION 12. Hours of Operation** Online Banking Services are generally accessible 24 hours a day, seven days a week. Services may be inaccessible for a reasonable period of time for system maintenance or system upgrades. We are not liable under this Agreement for failure to provide access due to a system failure, due to other unforeseen acts or the unavailability of the Service because of the inability of a third-party to provide an underlying service to the Bank. We may modify, suspend or terminate access to the Online Banking Services at any time and for any reason without notice or refund of fees you have paid.

Our Business hours are Monday through Friday, excluding Federal holidays, from 8:30 AM (EST) to 5:00 PM (EST). All transactions which are requested after our business hours, on Saturdays, Sundays or holidays on which we choose to remain closed, may not be processed until the next business day.

### **SECTION 13. Modifications to this Agreement**

We may modify the Terms and Conditions applicable to our Services from time-to-time upon mailing or delivering a notice of the modifications to you at the mailing address or email address shown on our account records, the revised Terms and Conditions shall be effective at the earliest date allowed by applicable law.

The Bank may amend without limitation any cut-off time, business day designation, security requirements and minimum device system requirements. Such amendments shall become effective immediately or on such later date as may be stated in the Bank's notice to the Client.

We reserve the right to terminate this Agreement and your use of Services in whole or in part at any time without prior notice, at our absolute and exclusive discretion. Continued use of the service after the notification date of the modification of this agreement demonstrates your acceptance of the change in terms.

### **SECTION 14. Errors And Questions**

In case of errors or questions regarding an Online Services, or transaction, notify us immediately by contacting us in the manner provided in Section 8 of this Agreement. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 60 days from when the statement is first sent or made available to you.

Furthermore, we must hear from you at the specified telephone number or address no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. We will need:

- Your name and account number.
- A description of the error or the transfer in question and an explanation concerning why you believe it is an error or need more information.
- The dollar amount of the suspected error and date on which it occurred.

If your report is made orally, we may require that you send the complaint or question in writing within ten (10) Business Days. We will notify you with the results of the investigation within ten (10) BusinessDays and will correct any error promptly. If more time is needed, however, we may take up to 45 days to investigate a complaint or question. If this occurs, we will credit your account within ten (10) Business Days for the amount you think is in error. This will allow you to use the money during the time it takes us to complete our investigation. If your complaint or question is not received in writing within ten (10) Business Days, we may not credit your account until



the investigation is completed.

If an alleged error involves an electronic funds transfer during the first thirty (30) Days after the first deposit to the account was made, the applicable time periods for action by us are twenty (20) Business Days (instead of 10) and ninety (90) days (instead of 45). We will tell you the results within three (3) Business Days after completing the investigation and we will send you a written explanation if we determine that there was no error. You may request copies of the documents that were used in the investigation. You agree that we may respond to you by e-mail with regard to any claim of unauthorized electronic funds transfer related to the Service. Any such electronic mail sent to you by us shall be considered received within three (3) days of the date sent by us, regardless of whether or not you sign on to the Service within that time frame.

#### **SECTION 15. Our Liability for Failure to Make a Transfer**

Except as provided for in Section 5, if we do not properly complete a transfer to or from your account on time, or in the correct amount according to our agreement with you, we will be liable for the amount of any losses incurred by you and resulting directly from such failure. We will not, however, have any liability in the following instances:

- If you do not have enough money in your account to make the transfer; .
- If circumstances beyond our control (such as fire, flood, power outage, equipment or technical or software failure or breakdown) prevents the transfer, despite reasonable precautions that we have taken;
- If there is a hold on your account or if access to your account is blocked, in accordance with bank policy;
- If your funds are subject to legal process or other encumbrance restricting the transfer;
- If your transfer authorization terminates by operation of law;
- If you believe someone has accessed your accounts without your permission and you fail to notify us immediately;
- If you have not properly followed the scheduling instructions on how to make a transfer included in this Agreement;
- If we have received incomplete or inaccurate information from you or a third party involving the account or transfer;
- If we have a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring or if you default under this Agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement. There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer and we will not be liable for any incidental or consequential damages.

If any of the above circumstances occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transaction(s) that may not have been completed or to correct incorrect transactions that have been processed.

#### **SECTION 16. Limitation Of Liability**

##### **Disclaimer of Liability**

You are responsible for the correct set-up, installation, and maintenance of all software required to access the Service. Neither the Bank nor any of the Bank's service providers are liable for damages (whether direct, indirect, special, consequential or otherwise), including economic, property, personal or other loss or injury, whether caused by hardware or software or system-wide failure, arising or resulting from the installation, use or maintenance of the equipment, software or other items necessary to operate Online Banking Services.

##### **Disclaimer of Warranties**

- Warranties of Fitness and Merchantability
- NEITHER THE BANK, ANY SOFTWARE SUPPLIER NOR ANY INFORMATION PROVIDERS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, TO YOU CONCERNING THE SOFTWARE EQUIPMENT, BROWSER OR OTHER SERVICES INCLUDING, BUT NOT LIMITED TO, ANY

WARRANTY OF MERCHANTABILITY OF FITNESS FOR PARTICULAR PURPOSE UNLESS  
DISCLAIMING SUCH WARRANTY IS PROHIBITED LAW.

- Computer-related Warranties
  - Neither the Bank nor any software supplier nor information provider is liable for any fees incurred for Internet access, or for any computer virus or related problems which may be attributable to the services provided by any Internet access service provider in connection with the Online Banking Services.

**SECTION 17. 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 in the following situations:

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government or court orders or other reporting requirements;
- If you give us your written permission;
- As disclosed in the Bank's Privacy Policy

Information concerning your account history with us will be shared within our organization. Other information, including information you have given us as part of an application for one of our products or services, or information we have received from a credit bureau or other third party, also may be shared among affiliated companies within our organization. For further information, you should refer to the Bank's Privacy Policy.

**SECTION 18 . Inactivity And Termination**

You are responsible for complying with all the terms of this Agreement and with the terms of the Account Agreements governing the deposit accounts which you access using Online Banking Services. We can terminate your electronic banking privileges (including the Bill Payment Services Account to Account Transfers, eStatement and Mobile Banking services) under this Agreement without notice to you if you do not pay any fee required by this Agreement or any other obligation to the Bank when due, or if you do not comply with the agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the services for any other reason.

Your account will be considered inactive and will be terminated if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive one-hundred-eighty (180) day period.

To cancel the Online Account Services and/or Bill Payment Service, you must notify us and provide your name; address; whether you are discontinuing Online Account Access, Online Bill Payment or both; and the effective date to stop the service. When Bill Payment is terminated, you must delete pre scheduled bill payments made through Online Account Access. You may notify us by one of the following methods as set forth in Section 8 of this Agreement:

**SECTION 19. Fee Schedule**

**Refer to our service and fee schedule**

**SECTION 20. Governing Law, Litigation And Arbitration**

This Agreement has been delivered to us and accepted by us in the Commonwealth of Massachusetts. Subject to the provision of the next paragraph, any action or suit brought in connection with this Agreement or the transactions contemplated herein may be brought in a court of record in Plymouth County, Massachusetts, the parties hereto irrevocably submitting and consenting to the non-exclusive jurisdiction of each thereof, and each party irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the

same has been brought in an inconvenient forum. IN THE EVENT OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE, YOU AND WE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ALL RIGHTS TO A TRIAL BY JURY AND AGREE THAT YOU OR WE MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE FOREGOING WAIVER.

Notwithstanding the foregoing, you and we agree that all disputes, claims and controversies between you and us, whether individual, joint or class in nature and arising from this Agreement or otherwise, including without limitation, disputes sounding in contract or tort, shall be resolved in arbitration proceedings in Boston, Massachusetts, in accordance with the rules of the American Arbitration Association governing commercial arbitration. Such arbitration shall be commenced upon the written request of either party forwarded to the other in accordance with the notice provisions applicable to this Agreement and shall be conducted before a panel of three (3) arbitrators, one chosen by you, one chosen by us and one appointed by said Association. No act shall constitute a waiver of this arbitration agreement, including, without limitation, obtaining injunctive relief or atemporary restraining order; obtaining a writ of attachment or imposition of receiver, or exercising any rights related to property, including taking or disposing of such property with or without judicial process pursuant to the Uniform Commercial Code. Any disputes, claims or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, shall also be arbitrated, provided however that no arbitrator shall have the right or the power, including the enforceability of this arbitration provision and any claim to rescind, reform or modify this Agreement, to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction under the above paragraph of this section. Nothing in this Agreement shall preclude us from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding and the commencement of an arbitration proceeding shall be deemed to be the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation and enforcement of this arbitration provision.

**Force Majeure:** Neither party will be liable to the other for any delay or interruption in performance as to any obligation in this Agreement resulting from governmental emergency orders, judicial or governmental action, emergency regulations, sabotage, riots, terrorist action, vandalism, labor strikes or disputes, acts of God, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or delays or interruptions in performance beyond its reasonable control. The Bank shall not be liable in the event that a pandemic directly or indirectly delays or interrupts its performance with respect to any obligation in this Agreement.

**Assignability:** The Client may not assign their rights or obligation under this Agreement

**Severability:** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, it shall not affect the enforceability of any other provision of this Agreement. Rather, the invalid, illegal, or unenforceable provision shall be modified so that it is valid, legal, and enforceable and to the fullest extent possible, reflects the intention of the parties.

## **SECTION 21. Hingham Institution for Savings Account to Account Transfer Terms of Service**

**1. Introduction.** This Terms of Service document (hereinafter "Agreement") is a contract between you and Hingham Institution for Savings (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: 55 Main St., Hingham MA 02043. We may also be reached at 781-749-2200 or [cs@hinghamsavings.com](mailto:cs@hinghamsavings.com) 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-signer 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 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. To the extent an unauthorized transfer is made from your account to a like-titled account at another financial institution in your name, such a transfer will not be considered a loss or theft to the extent that you retained control and ownership of such funds immediately following the transfer from Hingham.

**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:



- a. Tell us your name; 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,
- b. 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 after you notify us of the error. We will tell you the results of our investigation 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 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.

### **ACCOUNT TO ACCOUNT TRANSFERS ADDITIONAL TERMS**

## 1. Description of Service, Authorization and Processing.

- A. The term "Transfer Money Terms" means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand.
- B. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- C. You may initiate (1) a one-time Transfer Instruction for which processing shall be initiated immediately, (2) a one-time Transfer Instruction for which processing shall be initiated at a later specified date up to one (1) year, and (3) a recurring series of Transfer Instructions for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds. Transfers may be delayed or blocked to prevent fraud or comply with regulatory requirements. If we delay or block a Transfer Instruction that you have initiated, we will notify you in accordance with your user preferences (i.e. email, push notification).
- D. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:
  - a. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer 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 transaction;
  - c. The transfer is refused as described in Section 6 of the Transfer Money Terms below;
  - d. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
  - e. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- E. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and

will bear no responsibility or liability for damages resulting from incorrect information entered by you.

**2. Transfer Methods and Amounts.** Section 15 of the General Terms (Payment Methods and Amounts) applies to the Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.

**3. Transfer Cancellation Requests and Refused Transfers.** You may cancel a transfer at any time until it begins processing (as shown in the Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

**4. Stop Payment Requests.** If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Section 22 of the General Terms. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

**5. 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 Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. 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 External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 18 of the General Terms should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

**6. Refused Transfers.** We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

**7. Returned or Failed Transfers.** In using the Service, you understand transfers may be returned or fail for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, failed, or denied transfer to your Account that we debited for the funds transfer or use other reasonable efforts to return such transfer to you as permitted by law. In certain cases, we may require you to contact us or the financial institution for your External Account to initiate a request to receive such funds. You may receive notification from us.

## **8. Definitions**

"Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.

"Eligible Transaction Account" is as defined in Section 36 of the General Terms, except that it shall be limited to a checking, money market or savings account that you hold with us.

"External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.

"Transfer Instruction" is a specific Payment Instruction (as defined in Section 36 of the General Terms) that you provide to the Service for a transfer of funds.