

**ONLINE & MOBILE BANKING**  
**AGREEMENT AND DISCLOSURE**

This Online Banking Agreement and Disclosure ("Agreement") describes your rights and obligations as a user of the Online Banking and/or Bill Payment & Presentment service ("Services"). It also describes the rights and obligations of Clinton Savings Bank ("Bank"). Please read this Agreement carefully. By requesting and using one of these Services, you agree to comply with the terms and conditions of this Agreement.

**1. Definitions**

The following definitions apply in this Agreement:

- "Authorized Representative" refers to a person with authority (with respect to the account);
- "Bill Payment & Presentment" is the Internet service that enables the scheduling of bill payments using a personal computer, and the receipt of electronic bills;
- "ISP" refers to your Internet Service Provider;
- "Online Banking" is the internet-based service providing access to your Bank account(s);
- "Online Account" means the bank account from which you will be conducting transactions using a Service;
- "Password" is the customer-generated code selected by you for use during the initial sign-on, or the codes you select after the initial sign-on, that establishes your connection to the Service;
- "PC" means your personal computer which enables you, with the Internet browser and ISP, to access your Online Account;
- "Time of day" references are to Eastern Standard Time;
- "Username" is the identification code for your connection to the Service;
- "We", "us", or "Bank" refer to Clinton Savings Bank, which offers the Services and which holds the accounts accessed by the Services; and
- "You" or "your" refers to the owner of the account or the authorized representative.

**2. Access to Services**

The Bank will provide instructions on how to use the Online Banking and Bill Payment & Presentment Services. You will gain access to your account online through the use of your Internet-enabled device, your ISP, your Username and your Password. You may access your accounts online 24 hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating and revising the software.

For purposes of transactions, the Bank's business days are Monday through Friday, excluding holidays and weekends. All Online Banking transaction requests received after 4:00 p.m. on business days and all

transactions which are requested on Saturdays, Sundays, or holidays on which the Bank chooses to remain closed, will be processed on the Bank's next business day. The Bank's business day begins at 9:00 a.m.

### 3. Banking Transactions with Online Banking

1. **Transfer of Funds.** In addition to viewing account information, you may use Online Banking to conduct the transfer of funds. You may make one-time transfers or schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your checking account(s), savings account(s) and money market account(s).

**NOTE:** Because regulations require the Bank to limit withdrawals and transfers (including Online Banking transfers) from certain types of accounts, the following limitations apply:

*Statement Savings.* Transfers from a Statement Savings Account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per statement cycle with no transfers by check, draft, debit card, or similar order to third parties. Continuation of excess transactions may result in the closing of the account.

*Money Market Accounts.* Transfers from a Money Market Account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per statement cycle with no more than six by check, draft, or similar order to third parties. Continuation of excess transactions may result in the closing of the account.

2. **Additional Services.** New services may be introduced for Online Banking from time to time. The Bank will notify you of the existence of these new services through various means, including notices posted on the Online Banking website. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

### 4. Schedule of Fees

The Bank offers the benefits and convenience of the Online Banking Service to you free of charge. The Bill Payment & Presentment Service is free for the first three months, beginning with the month in which you enroll for bill payment. Thereafter, all Basic and Dividend Checking accounts will be charged a flat fee (see Fee Schedule) each month for the Bill Payment & Presentment Service. All other checking account types receive free Bill Payment & Presentment. If applicable, the fee will be deducted automatically from your primary Bill Payment account. Fees for the Bill Payment & Presentment service will be assessed the month following service.

### 5. Statement Options

Clinton Savings Bank offers the ability for you to receive your statements electronically, free of charge. You may enroll for this service via the eStatement tab within Online Banking. If you do not enroll you will continue to receive your regular account statement either monthly or quarterly, depending on the type of account. Once you enroll for eStatements, any statement account(s) that you subsequently open and access via Online Banking will automatically receive eStatements. You may request paper statements on any account at any time, however this may require the removal of the account(s) from Online Banking.

### 6. Use of Your Security Password

You are responsible for keeping your password and Online Account information confidential. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Username or Password;
- Do not leave your PC or Internet-enabled device unattended while you are logged into the Bank's Online Banking Site;
- Never leave your account information within range of others; and
- Do not send privileged account information (account number, Password, etc.) in any public or general e-mail system.

If you suspect any fraudulent activity on your account, call the Bank immediately at 978-365-3700 or toll free at 888-744-4CSB (4272) between the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday. Telephoning the Bank is the best way of minimizing your losses and liability. (See Section 12)

If you need your Password reset, you can click the Forgotten Password link on the Online Banking log in page, or contact the Bank during business hours. If you would like to change your Password, select the My Settings link within your Online Banking session.

### **7. Electronic Mail (E-mail)**

If you send the Bank an e-mail message, the Bank will be deemed to have received it on the following business day. You should not rely on e-mail if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

- **NOTE:** E-mail transmissions outside of the Online Banking site are not secure. We advise you not to send us or ask for sensitive information such as account numbers, password, account information, etc. via any general or public e-mail system.

### **8. Bill Payment & Presentment Services**

The Bill Payment & Presentment Service permits you to use your Internet enabled device to direct payments from your designated online Bill Payment Account to third parties you wish to pay, and to receive your bills electronically. Your Bill Payment Account must be a checking account.

### **9. Linked Accounts**

All accounts with the Bank that you enroll in a service will be linked by your tax identification number. All other account owners must register and enroll their accounts using their tax identification number. Once you become an Online Banking customer, any subsequent accounts you open will automatically be added to your online banking profile.

### **10. Business Accounts**

If you are a business, you must apply, enroll and be approved for use of our Business Online Banking product.

### **11. Term and Termination**

- **Term.** This Agreement will become effective on the Effective Date and shall remain in full force and effect until termination in accordance with the following provisions.

- **Termination for Cause.** We may immediately terminate your electronic banking privileges without notice to you under the following circumstances:
  - you do not pay any fee required by this Agreement when due or
  - you do not comply with the agreement governing your deposit or loan account(s) or your account(s) are not maintained in good standing.
  - there is a suspicion of fraud occurring via your Online Banking profile.
  
- **Termination for Convenience.** To terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment & Presentment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. Your final charge for the Bill Payment & Presentment service will be assessed the month following termination of service. You may notify the Bank by one of the following methods:
  - By sending an e-mail to [onlinebanking@clintonsavings.com](mailto:onlinebanking@clintonsavings.com)
  - By calling 978-365-3700, or toll-free at 888-744-4CSB (4272)
  - By writing a letter and either sending it to the following address:  
Clinton Savings Bank, Attn: Electronic Banking Department  
200 Church Street, Clinton, MA 01510 or;
  - By giving it to a Customer Service Representative at any of our branch locations.

If you do not sign on to the Service or have any transaction scheduled through the Service for a consecutive 6 month period, your account will be considered inactive and you may no longer have access to the Service. You may then be required to re-register for the Service in order to regain access.

## 12. Electronic Fund Transfer Provisions for Consumers

- **Applicability.** These provisions are only applicable to online electronic fund transfers that credit or debit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT") and/or Massachusetts General Law 167B. When applicable, the Bank may rely on any exceptions to these provisions that are contained in Regulation E and/or MGL 167B. All terms that are not defined in this Agreement but which are defined in the regulations shall have the same meaning when used in this section.
  
- Chapter 167B of the Massachusetts General Laws was enacted to provide a means for financial institutions, businesses, and consumers to conduct their business relations more conveniently. Transferring funds electronically will supplement the use of checks, credit, and cash and will not replace these present methods of doing business. As a consumer, you should be aware of your rights if you choose to utilize this system.
  1. **Prohibition of compulsory use.** No person may:
    - require you to use a preauthorized electronic fund transfer as a condition of the extension of credit unless the credit is being extended in connection with an overdraft checking plan, or is being extended to maintain a specified balance in your account, or

- require you either to accept a transfer service or to establish an account which is accessed electronically as conditions of employment or receipt of governmental benefit, or

-require you to pay electronically for the purchase of goods or services.

If your account is to be credited by a preauthorized transfer you may choose the financial institution to which the transfer may be made, if the institution is technically capable of receiving such preauthorized transfer.

2. **Waiver of rights.** No writing or agreement signed by you can waive the rights conferred to you by Chapter 167B of the Massachusetts General Laws unless you decide to waive these rights in settlement of a dispute or action.
  3. **Refunds.** If it is the policy of a store or retail business to give cash refunds in return for an item purchased by cash, then this policy must also cover refunds for items purchased by electronic fund transfer unless it is clearly disclosed at the time the transaction is consummated that no cash or credit refunds are given for payments made by electronic fund transfers.
  4. **Suspension of obligations.** If a person agrees to accept payment by means of an electronic fund transfer and the system malfunctions preventing such a transfer, then the consumer's obligation is suspended until the transfer can be completed, unless that person, in writing, demands payment by other means.
  5. **Prohibited means of identification.** Your Social Security number cannot be used as the primary identification number although it can be used as secondary aid to identify you.
  6. **Criminal liability.** Procuring or using a card, code or other means of electronic access to an account with the intent to defraud is a basis for criminal liability.
- **Your Liability.** The following determines your liability for any unauthorized EFT or any series of related unauthorized EFTs:
    - If you notify the Bank that your password was lost or stolen, your liability will not exceed \$50.00 of the unauthorized EFTs that occur before notification.
    - You must report any unauthorized EFTs that appear on your periodic statement no later than 60 days after transmittal of the statement to avoid liability for subsequent transfers. Your liability will not exceed \$50.00 of the unauthorized EFTs that occurred within the 60-day period.
    - If the report is made orally, we will require that you send the complaint or question in writing within 10 business days. We will notify you with the results of the investigation within 10 business days and will correct any error promptly. If more time is needed, however, we may take up to 45 calendar days to investigate a complaint or question. If this occurs, we will credit your account within 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 10 business days, we may not credit your account until the investigation is completed. If an alleged error involves an electronic fund transfer outside a state or territory or possession of the United States or resulted from a POS debit card transaction, the applicable time periods for action by us are 20 business days (instead of 10) and 90 business days (instead of 45). If we determine that no error occurred, we will send you a written explanation within three business days after the investigation is complete, and the provisional credit may be

withdrawn from your account. You may request copies of the documents that were used in the investigation.

- You may notify the Bank by telephone, in writing, or by visiting a local branch office. Notification by general e-mail to report an unauthorized transaction is not secure and therefore not accepted.

**Telephone Numbers and Addresses.** In case of errors or questions regarding an Online Banking or Bill Payment & Presentment transaction, call 978-365-3700, toll-free at 888-744-4CSB (4272), or write us at:

**Clinton Savings Bank  
Attn: Electronic Banking Department  
200 Church Street, Clinton, MA 01510**

We must hear from you at the telephone number or address, listed above, 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.
- Supporting documentation such as a transaction receipt, police report, or other applicable documents.

### **13. Liability**

- **Our Liability.** This section explains our liability to you only to the extent that any other agreements, notices or disclosures have not separately disclosed our liability. In no event shall we be liable to you for failure to provide access to your Online Banking or Bill Payment & Presentment services accounts. Unless otherwise required by applicable law, we are only responsible for performing the Online Banking and Bill Payment & Presentment services as delineated in this Agreement. We will be liable for the amount of any material losses or damages incurred by you and resulting directly from our gross negligence.

We will not be liable to you in the following instances:

- If through no fault of the Bank, 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 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 banking policy.
- If your funds are subject to a legal proceeding 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 the Bank immediately.
- If you have not properly followed the 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, the deposit account agreement, a credit agreement or any other agreement with us, or if we or you terminate this Agreement.

IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.

- **Indemnification.** You agree to indemnify, defend and hold us, our affiliate companies, directors, officers, employees and agents harmless against any third party claim, demand, suit, action or other proceeding and any expenses related to an Online Banking or Bill Payment account.
- **Third Parties.** We are not liable for any loss or liability resulting from any failure of your equipment or software, (or that of an internet browser provider), by an internet access provider, or by an online service provider, nor will we be liable for any direct, indirect, special or consequential damages resulting from your access to or failure to access an Online Banking or Bill Payment & Presentment account.
- **Virus Protection.** The Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your PC using a virus protection product. An undetected virus may corrupt and destroy your programs, files, and your hardware.

#### 14. General Terms and Conditions

- **Bank 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 Service or the Bill Payment & Presentment Service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures 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 and the fee schedule contained in this Agreement. We will automatically deduct any fees related to this Service from your designated Bill Payment checking account each month.
- **Changes and Modifications.** The Bank may modify the terms and conditions applicable to the Services from time to time. We may send any notice to you via e-mail and you will be deemed to have received it three days after it is sent. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice.
- **Assignment.** We may assign this Agreement to an affiliate of the Bank or any successor in interest in the event of a merger, reorganization, change of control, acquisition or sale of all or substantially all assets of the business to which this Agreement is related without the other party's prior written consent.

- **Notices.** Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically.
- **Disclosure of Information.** We will only disclose information to third parties about your account or transfers you make under the following circumstances:
  - where it is necessary for the provision of Online Banking and 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 permission;
  - to the Bank affiliated companies.
- **Governing Law.** This Agreement is governed by the laws of the State of Massachusetts and applicable federal law.

## 15. Expedited Bill Payment

### Terms and Conditions

This Agreement (the "Agreement") represents the terms and conditions governing the Expedited Payment Service and is between Clinton Savings Bank and you as a consumer of the Expedited Payment Service. Any references to "we", "us", or "our" includes any agent, independent contractor, designee, or assignee that CSB involves in the provision of the Expedited Payment Service, and any references to "you", "your", or "yours" includes you and any person authorized by you to access the Expedited Payment Service. Please review this entire document to ensure that you understand the full scope of rights and responsibilities associated with the Expedited Payment Service.

This agreement is an extension of the agreement in place for the Bill Pay service. You should reference that agreement for information on what to do if you believe there is an error in the service or have a claim related to the service; a description of our privacy policy; a description of your warranties and authorizations; and a description of additional limitations of our liability in addition to the ones outlined in this document.

### **Description of Features:**

CSB's Expedited Payment Service allows you to submit payments to participating merchants that will be posted to your account with that merchant on the same day, within the parameters of the Service and other parameters established by the participating merchants. In order for an Expedited Payment to post on the same day, you must submit accurate and complete information for the payment, the payment must be submitted on a day during which the U.S. Federal Reserve System is open for operations, and you must submit the payment prior to the merchant's designated daily cutoff time. Expedited Payments submitted without complete or accurate information may be rejected or may not post on time. Expedited Payments submitted by you on a non-Federal Reserve business day or submitted by you after the applicable merchant's daily cutoff time will be posted the following Federal Reserve business day. You will be charged a fee for each Expedited Payment you submit, regardless of whether the payment was properly submitted.



This is NOT a "pay anyone" service where you can make payments to any payee; with this service you can only make Expedited Payments to those merchants that participate in the program and the payments you make under this service are subject to the rules of each merchant as to how they define an expedited payment.

### **Hours of Access**

You can use the Expedited Payment Service seven days a week, twenty-four hours a day, although some or all services may not be available occasionally due to emergency or scheduled system maintenance, updates or repairs or for other reasons beyond our control.

### **Expedited Payment Service Limits**

Additionally, for risk management and security purposes the Expedited Payment Service limits the dollar amount per payment, as well as the total dollar amount per day. You will be given an error message and prevented from fully executing any transaction that exceeds these limits. From time to time we may modify the limits to the frequency or amount of transfers you can make using the Expedited Payment Service. We do not disclose these limits for security purposes. In any event, funds transfers in excess of the then-applicable limits will not be completed.

### **Fees and other Deductions**

The Expedited Payment Service is a transaction-based service. For each Expedited Payment, a fee will be added to the amount of the transaction (\$5 for 1-2 day service and \$25 for overnight service). There are no monthly or recurring fees associated with the service.

### **Periodic Statements**

You will not receive a separate statement for transactions conducted through the Expedited Payment service. These transactions will be noted on your regular periodic statement.

### **Electronic Communication**

CSB Expedited Payment service is an electronic Internet based service. Therefore, you understand that this Agreement will be entered into electronically.

You have the right to have this disclosure provided or made available on paper or in non-electronic form.

You have the right to withdraw the consent to have the disclosure provided or made available in an electronic form, but this will result in the termination of your bill payment service.

The consent to receive electronic consumer disclosures applies to all future required consumer disclosures and any amendments, modifications or supplements in connection with the Expedited Payment service.

You can update your electronic contact information by using the My Settings link within Online Banking or calling our Customer Service number 888-744-4272 (4CSB).

You understand that to access and retain this disclosure and to use the Expedited Payment service, you must have the following: a PC with a supported Internet browser that has "cookies" enabled and supports 128 bit encryption, an Internet connection for the PC, an email address, a printer or sufficient electronic space to store this disclosure.

You understand we will deliver to you electronically your records of funds transfers and other transactions through the Expedited Payment Service, including without limitation confirmations of individual transactions, and any other communication related to the Expedited Payment service.

You understand we will deliver to you electronically any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Expedited Payment Service.

### **CSB's Liability**

If we do not complete a properly-submitted Expedited Payment on time or in the correct amount according to our agreement with you, we will be liable for any late fees and/or finance charges assessed against you for the late posting of such payment, excluding any fees or charges assessed on your total outstanding balance with that merchant ("Penalties"). We will not be liable for consequential damages that might arise from the payment not arriving in time. Additionally, there are some exceptions. We will not be liable, for instance:

- If you did not provide us accurate information to successfully complete the payment.
- If you do not have enough money in your account to complete the transfer.
- If you are unable to schedule a payment because you have exceeded the risk management limits for the day.
- If you are unable to schedule a payment because the merchant does not participate in the Expedited Payment service.
- If you are unable to schedule a payment because the system is unavailable.
- If you schedule the payment for an incorrect amount.

## **Mobile Banking Service Addendum**

The Mobile Banking Services are provided to you by Clinton Savings Bank as part of Clinton Savings Bank's Online services and powered by a third Party (the "Licensor") mobile technology solution. Section A of this Mobile Banking Service Addendum is a legal agreement between you and Clinton Savings Bank. Section B of this Mobile Banking Service Addendum is a legal agreement between you and the Licensor.

### **SECTION A**

#### **1. Introduction.**

This Mobile Banking Service Addendum (this "Addendum") is part of the ONLINE BANKING/BILL PAYMENT & PRESENTMENT AGREEMENT AND DISCLOSURE (the "Agreement"), and is hereby incorporated by reference into the Agreement. In the event of a conflict or inconsistency between this Addendum and the Agreement, the terms of this Addendum will apply unless otherwise provided in this Addendum. The terms and conditions of this Addendum govern your use of certain online banking services via a cell phone or other handheld Mobile Device, as described below (the "Mobile Banking Service" or "MBS"). We may offer additional MBS services and features in the future. Any added MBS services and features will be governed by this Addendum and the Agreement, and by any terms and conditions provided to you at the time the new MBS service or feature is added or at the time of enrollment for the feature or service, if applicable.

By using MBS, you accept and agree to all of the terms, conditions and notices contained in this Addendum and the Agreement and accept responsibility for your use of the MBS in accordance with the terms of this Addendum and the Agreement. Further, as more specifically set forth in Section A of the Agreement, your use of MBS is subject to the terms and conditions of any agreement between you and Clinton Savings Bank that is applicable to the products and/or services accessed through MBS, such as the Online Banking / Bill Pay and Presentment Disclosure, Funds Availability Policy and EFT Agreement. Please read this Addendum, the Agreement, and all such additional agreements carefully before using the MBS, and keep a copy for your records.

In this Addendum, the words "you" and "your" mean each Clinton Savings Bank online banking user who has accessed the MBS, and the terms "we" and "us" refer to Clinton Savings Bank, its successors and assigns. Unless otherwise defined in this Addendum, all capitalized terms shall have the meanings given to them in the Agreement. This Addendum covers only the MBS, and it shall not be construed to apply to other products or services.

## **2. Services.**

Clinton Savings Bank Mobile Banking is a personal financial information management service that allows you to access certain account information and perform certain transactions using a wireless device, all as are described on our website at <http://www.clintonsavings.com/eservices/mobile-banking.html>.

## **3. Amendment, Termination or Suspension of Services.**

Except as otherwise required by law, we may in our sole discretion change these terms, modify or cancel MBS, at any time, without notice. This may include adding new or different terms to, or removing terms from, this Addendum or the Agreement. When changes are made we will update this Addendum on [www.clintonsavings.com/disclosures.html](http://www.clintonsavings.com/disclosures.html). The website will be updated on or before the effective date, unless (i) the Licensor has made a modification and did not provide Clinton Savings Bank with advance notice; or (ii) an immediate change is necessary to maintain security or to prevent fraud; or (iii) a legal requirement requires immediate change; in which event this Addendum will be updated within a commercially reasonable period of time. By continuing to use the MBS, you agree to any changes or modifications.

We may terminate or suspend all or any part of the MBS at any time, in our discretion, without notice to you, and without liability to you. No termination of the MBS or any part thereof will affect your liability or obligations under this Addendum or the Agreement accruing prior to the date of termination or any provisions of this Addendum or the Agreement which, by their nature or by express provision, are intended to survive termination. Each time you use or allow others to use MBS, you confirm your agreement to abide and be bound by the terms and conditions of MBS and this Addendum as in effect at that time. MBS is not intended to replace access to your Clinton Savings Bank Online services from your personal computer. Clinton Savings Bank may limit the types and number of accounts eligible for MBS at any time.

You agree to immediately install any upgrades, patches or fixes required for security reasons or otherwise for the proper functioning of the MBS, regardless of whether requested by us or our service providers.

## **4. Registration/Activation.**

In order to access MBS, you must have a cell phone or other handheld device that can send and receive information using the technology that supports this Service (a "Mobile Device"). MBS may not be available through all mobile service providers and carriers, and some mobile phones and other wireless devices may not be supported. - The technical standards required to access and use MBS (the "Mobile Technical Standards") may vary among the types of Mobile Devices and telecommunications carriers that support MBS, and may be updated from time to time by the carriers. You are responsible for satisfying

any Mobile Technical Standards. You understand and agree that Licensor or the telecommunication carriers may modify the supported Mobile Devices and/or the Mobile Technical Standards at any time, without prior notice, and that Licensor, the telecommunication carriers and Clinton Savings Bank shall not be liable to you for your failure to access or use MBS due to any such modifications.

Depending on the Mobile Device and telecommunications carrier you use, you may be required to download and install an application or other software to your Mobile Device (a "Mobile Application") in order to access and use MBS. It is solely your responsibility to download and properly install any Mobile Application that is required in order to access MBS through your Mobile Device and telecommunications carrier. By downloading the Mobile Application, you agree to the additional terms and conditions contained in the End User License Agreement Terms set forth in Section B of this Addendum, and any other terms and conditions required by the licensor of the Mobile Application. You understand that the Mobile Application is being provided by a third party, and Clinton Savings Bank has no responsibility whatsoever to you in connection with the Mobile Application. You are solely responsible for complying with all terms of use applicable to the Mobile Applications, and properly downloading, installing, updating, and using the Mobile Applications. Clinton Savings Bank has no obligation whatsoever to notify you of any changes to or new releases for any Mobile Application and Clinton Savings Bank shall have no liability for any claims or damages arising from or relating to the Mobile Application, or your failure to comply with any terms of use for the Mobile Application or your failure to download and properly install any update. You agree that any Mobile Application is licensed, not sold, solely for your use in accessing MBS.

Further, any Mobile Application is licensed to you "AS IS" without any warranty. Clinton Savings Bank DISCLAIMS ALL WARRANTIES WITH RESPECT TO ANY MOBILE APPLICATION, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. You release Clinton Savings Bank, its service providers, affiliates and all other parties from all claims and damages that may arise from or relate to your use of any Mobile Application. You agree not to reverse engineer, decompile, disassemble or attempt to learn the source code of any Mobile Application, and you may not redistribute any Mobile Application.

In order to access MBS, you must register for Clinton Savings Bank Online Banking located at [www.clintonsavings.com](http://www.clintonsavings.com) or by registering via our mobile app. As part of the registration process, you may be required to provide information about your Mobile Device, as well as the telephone number for your Mobile Device, the telecommunications carrier that provides service to your Mobile Device, and the email address you have designated in connection with your use of Online Banking ("Your e-Mail Address"). It is your responsibility to provide us with accurate, complete and current information about you and your Mobile Device (including its telephone number, the telecommunications carrier, and your e-Mail Address), and to notify us immediately if any of this information changes or if service to your Mobile Device is terminated. Access to MBS requires the use of login credentials, and all terms and conditions in the Agreement relating to login credentials for Clinton Savings Bank Online apply to the use of login credentials for MBS.

You accept responsibility for making sure that you understand how to use MBS before you actually do so. You also accept responsibility for making sure that you know how to properly use your Wireless Device and the MBS software, including the Mobile Application, as they may be changed or upgraded from time to time. Clinton Savings Bank may change or upgrade MBS from time to time. In the event of such changes or upgrades, you are responsible for making sure you that you understand how to use MBS as changed or upgraded.

## **5. Third Party Fees.**

You are solely responsible for fees, including web access, cellular and/or data or text message charges, that may be billed by your mobile carrier based on your individual plan. Check with your mobile carrier for details on specific fees and charges that may be applicable.

## **6. Mobile Banking Service Limitations.**

It is important that you understand the limitations of the MBS, including but not limited to the following:

The balance of your accounts may change at any time as we process items and fees against your accounts, and the information provided to you through MBS may become quickly outdated.

Because MBS is accessible only through your Mobile Device, your access to MBS may be limited by the service provided by your telecommunications carrier.

There may be technical or other difficulties related to MBS. These difficulties may result in loss of data, personalized settings or other MBS interruptions. Neither Clinton Savings Bank nor its service providers assume any responsibility for the timeliness, deletion, or misdelivery of any user data, failure to store user data, communications or personalized settings in connection with your use of MBS; nor for the delivery or the accuracy of any information requested or provided through MBS.

Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Mobile Device or mobile network which you utilize to access the MBS, nor guaranty that you will have continuous or uninterrupted access to MBS. We are not responsible for any delay, failure or error in the transmission or content of information provided through MBS. Neither we nor any of our service providers and affiliates will be liable for damages arising from the non-delivery, delayed delivery, or improper delivery of any information through MBS, from any inaccurate information provided through MBS, from your use of or reliance on any information provided through MBS, or from your inability to access MBS.

We will not be liable to you for any losses caused by your failure to properly use MBS or your Mobile Device. We reserve the right to refuse to make any transaction you request through MBS for any reason. You agree and understand that MBS may not be accessible or may have limited utility over some mobile networks, such as while roaming.

You agree to exercise caution when utilizing MBS and/or the Mobile Application on your Mobile Device and to use good judgment and discretion when obtaining or transmitting information.

Financial information obtained through MBS (including, without limitation, any text message alerts) reflects the most recent account information available through MBS and may not be accurate or current. You agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. Certain features and functions available through the Online Banking Service may not be available using MBS.

You understand that the MBS is provided by Clinton Savings Bank through the Licensor, and Clinton Savings Bank shall not be liable to you for any modification, interruption or termination of all or any portion of the MBS due to the acts or omissions of Licensor or its agents.

## **7. Security.**

In addition to the safeguarding and security provisions set forth in the Agreement, the following provisions shall apply to your use of MBS:

Once you have registered for MBS, your Mobile Device may be used to obtain information about your accounts, and perform transactions on and make transfers between accounts. You are responsible for maintaining the security of your Mobile Device and you are responsible for all transfers made using your Mobile Device. MBS will display sensitive information about your accounts, including balances and transfer amounts. Anyone with access to your Mobile Device may be able to view this information.

In order to prevent misuse of your accounts through MBS, you agree to protect all login credentials associated with your accounts and the MBS, and to monitor your accounts on a daily basis.

In addition to protecting your login credentials and other account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with other account information may allow unauthorized access to your accounts. You are also responsible for protecting and securing all information and data stored in your Mobile Device. We strongly recommend that you secure your mobile device through the use of a passcode.

## **8. Additional Usage Obligations.**

When you use the Mobile Banking Service to access your accounts, you agree to the following terms (which terms shall survive the termination of this Addendum or the Agreement):

- a) Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts and other financial information which may be accessed through MBS. You represent and agree that all information you provide to us in connection with MBS is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating MBS. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- b) Proprietary Rights. You are permitted to use content delivered to you through MBS only in connection with your proper use of MBS. You may not copy, reproduce, distribute, or create derivative works from this content.
- c) User Conduct. You agree not to use MBS or the content or information delivered through MBS in any way that would (i) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in MBS software or the Mobile Applications, (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of MBS to impersonate another person or entity, (iii) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising), (iv) be false, misleading or inaccurate, (v) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers, (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing, (vii) potentially be perceived as illegal, offensive or objectionable, (viii) interfere with or disrupt computer networks connected to MBS, (ix) interfere with or disrupt the use of MBS by any other user, (x) result in unauthorized entry or access to the computer systems or networks of others; (xi) send unsolicited electronic mail messages (also known as spam).
- d) No Commercial Use or Re-Sale. You agree that MBS is for personal use only. You agree not to resell or make commercial use of MBS.
- e) You agree to take every precaution to ensure the safety, security and integrity of your accounts and transactions when using MBS. You agree not to leave your Mobile Device unattended while logged into MBS and to log off immediately at the completion of each access by you. You agree not to provide your password or other access information to any other person. If you do, we will not be liable for any damage resulting to you. You agree to notify us immediately if you lose, or change or cancel the number of, your

Mobile Device. If you believe that someone may have unauthorized access to your MBS, you agree to cancel your MBS associated with the Mobile Device immediately. You agree to provide us with immediate notice in the event you suspect fraud or any unauthorized access to any of your accounts. You agree to comply with all applicable laws, rules and regulations in connection with MBS.

f) You agree to notify us immediately to disable MBS from your Mobile Device if your login credentials have been compromised, lost, stolen or used without your authorization, or if your Mobile Device has become compromised, lost, stolen or used without your authorization. g) To the extent that we or our service providers require information about you in order to provide MBS, you hereby consent to the exchange of such information between us and such service providers.

## **9. Touch ID**

Touch ID is a simple, secure way for you to access your devices using built-in, fingerprint-sensor technology. If you have enabled Touch ID on your device, you can use that Touch ID to authenticate into the mobile app. Touch ID is an alternative credential. If you have forgotten your password, you can still login with Touch ID. If the host status or Online Banking status is locked or on-hold, then Touch ID will not work.

After you update the app and have a Touch ID enabled device, you will be prompted to set up Touch ID. If not accepted, you will be prompted one more time after 30 days. After the 30-day period, if you want to enable Touch ID, it can be enabled from the Settings menu located in the More area. If you select Use Touch ID, you will then verify your identity with your fingerprint and can begin using the feature the next time you login.

You have the choice of utilizing this feature and can turn it on and off at any time. In addition, the Bank can restrict your access to Touch ID at any time. You can disable Touch ID in the Settings menu of the Mobile Banking App. You can also unenroll all fingerprints or disable the device passcode from the device's Settings menu.

Please keep the following points in mind:

- Mobile Banking Apps cannot discern between the fingerprints of individuals that are enrolled on the device. The Licensor is only informed whether or not the fingerprint is valid, which means that it was successfully added to the device's fingerprint repository and not whether that fingerprint belongs to the owner of a certain username. You are informed of this limitation directly within the Mobile Banking App. The security model is based on the assumption that that device's owner trusts all individuals who access their device and use Touch ID.
- Touch ID is associated to one username at a time. Touch ID can only be used with a single login per device.
- The Licensor is not storing usernames and passwords on the device to support Touch ID. Instead, a token is stored securely in the device's Keychain that cannot be transferred to another device. We can invalidate this token on the server, while keeping the username and password combination safe.
- If you try to log in using Touch ID, but cannot provide a valid fingerprint after five tries, you must enter your device passcode to re-enable Touch ID.
- Users who log in with Touch ID will have the same level of access to the app as if they had entered a valid username and password.
- Touch ID fingerprints are stored on the device and never leave it. Furthermore, they are encrypted with a key that is only accessible to the device. Mobile Banking Apps cannot access the actual fingerprint. They can only determine if the fingerprint is valid or not.

## **10. Exclusion of Warranties; Limitation of Liability; Indemnification.**

Limitations on Clinton Savings Bank's liability are described in the Online Banking/Bill Payment and Presentment disclosure, EFT Agreement, and the Agreement. In addition:

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE MBS IS AT YOUR SOLE RISK. MBS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE MBS IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND CLINTON SAVINGS BANK IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. CLINTON SAVINGS BANK MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY THIRD PARTY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CLINTON SAVINGS BANK OR THROUGH OR FROM YOUR USE OF MBS WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED IN THESE TERMS.

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF MBS (INCLUDING ANY SOFTWARE OR THEIR MATERIALS SUPPLIED IN CONNECTION WITH MBS) SHALL BE FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT THE APPLICABLE MOBILE BANKING SERVICE. Some jurisdictions do not allow the exclusion of certain warranties, so the above exclusions may not apply to you.

Indemnification. YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND US, OUR OFFICERS, DIRECTORS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS AND SERVICE PROVIDERS FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES, EXPENSES AND COSTS (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES) CAUSED BY OR ARISING FROM YOUR USE OF MBS, OR THE USE OF MBS BY ANY OF YOUR CO-DEPOSITORS OR ANY OTHER PERSON WHOM YOU HAVE PERMITTED TO USE MBS, YOUR BREACH OF THIS AGREEMENT, YOUR INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY, AND/OR YOUR COMMISSION OF FRAUD OR ANY OTHER UNLAWFUL ACTIVITY OR CONDUCT.

#### **11. Miscellaneous.**

a) Consent to use of Data. You agree that Clinton Savings Bank may collect information about your Mobile Device, system and application software in connection with offering and operating MBS and to enhance your experience when using CSB Mobile Services. To read our privacy statement, visit [www.clintonsavings.com/privacy-policy.html](http://www.clintonsavings.com/privacy-policy.html).

b) We reserve the right to block access or delete MBS software from your Mobile Device if we or our agents or MBS service providers have reason to believe you are misusing the MBS or otherwise not complying with this Addendum or the Agreement, or have reason to suspect your Mobile Device has been infected with malicious software or virus.

c) Clinton Savings Bank is not responsible for translating any of the information contained within MBS to any other language and we are not responsible for the accuracy of any third party translating services.

d) For assistance with our Mobile Bank Services visit <http://www.clintonsavings.com/eservices/mobile-banking.html>, call 888-744-4272(4CSB), or visit a local Clinton Savings Bank branch. Do not attempt to communicate with a Clinton Savings Bank representative via SMS Text Messaging or any form of unencrypted electronic message.

e) Clinton Savings Bank may provide links to third party websites without endorsing the accuracy or safety of the third party service, and Clinton Savings Bank disclaims all liability for any linked sites or their



content. It is important for you to take necessary precautions to ensure appropriate safety from viruses, worms, Trojan horses, and other potentially destructive items. When visiting external websites, you should review those websites' privacy policies and other terms of use to learn more about how they collect and use any personally identifiable information.

f) Clinton Savings Bank reserves the right to employ "cookie" technology as a prerequisite for your use of MBS. You must allow the use of "cookies" or MBS may not function as intended.

g) You are responsible for the acquisition, upkeep and management of your Mobile Devices. Further, you are responsible for procuring your own network or cellular connections. Clinton Savings Bank does not provide internet or cellular connectivity or the devices associated with the use of this service.

h) You are responsible for the accuracy of your data entry and use of the application when accessing accounts and conducting transactions. Clinton Savings Bank is not liable for errors caused by your misuse or error. This includes any error caused by "pre-filling" or automated entry done on your behalf by the device, system or application software.

i) You are responsible for keeping all account and login credentials private and ensuring that you do not download viruses or malicious software that could put your confidential information at risk.

j) Clinton Savings Bank maintains the right to contact you via your Mobile Device as a means to relay important account information or information about the use of MBS for as long as you are enrolled in MBS.

k) We specifically do not warrant that MBS will function in any foreign countries.

l) Clinton Savings Bank locations and driving directions are provided to you as convenience and we are not liable for the accuracy or effectiveness of the information. We are not liable for death or damage as it relates to the use of such location services.

m) Clinton Savings Bank shall not be liable for any failure to perform its obligations under this Addendum or the Agreement due to the occurrence of an event beyond our control (including without limitation as fire, flood, power outage, acts of God, government or civil authority, civil or labor disturbance, war, riots, or the failure of our service providers to perform).

### **11. Third Party Beneficiaries.**

You agree that our MBS service providers (including any provider of the Mobile Application or other MBS software) may rely upon your agreements and representations in this Agreement, and such service providers are third party beneficiaries of such agreements and representations, with the power to enforce those provisions against you, as applicable and as the circumstances or context may require.

## **SECTION B END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP**

To be Agreed to by End User Prior to Use of the Downloadable App

### **1. Ownership.**

You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

## **2. License.**

Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

## **3. Restrictions.**

You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

## **4. Disclaimer Warranty.**

THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

## **5. Limitations of Warranty.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR-, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

## **6. U.S. Government Restricted Rights.**

The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial

computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

## **7. Miscellaneous.**

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of MA excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of MA and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

## **8. Content and Services.**

Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

# **FinanceWorks & Purchase Rewards Offers -- End User License Agreement**

In addition to the above content, if you decide to use either FinanceWorks or the Purchase Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

**LICENSE GRANT AND RESTRICTIONS.** You are granted a personal, limited, non-exclusive, non-transferable license, to electronically access and use the FinanceWorks Service (the "Service") solely to manage your financial data, and the purchase rewards application ("Purchase Rewards Offers") to benefit from your debit card purchases.

In addition to the FinanceWorks Service and the Purchase Rewards Offers, the terms "Service" and "Purchase Rewards Offers" also include any other programs, tools, internet-based services, components and any "updates" (for example, Service maintenance, Purchase Rewards information, help content, bug fixes, or maintenance releases, etc.) of the Service or Purchase Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain Service and Purchase Rewards Offers may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the FinanceWorks site or from the Purchase Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of the Service or Purchase Rewards Offers, or any other services provided in connection with them, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) work around any

technical limitations in the Service, use any tool to enable features or functionalities that are otherwise disabled in the Service, or decompile, disassemble, or otherwise reverse engineer the Service except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Service or Purchase Rewards Offers or any services provided in connection with them, prevent access to or the use of the Service, Purchase Rewards Offers or any or services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the Service; or (vii) otherwise use the Service, Purchase Rewards Offers or any services provided in connection with them except as expressly allowed under this Section 1.

**OWNERSHIP.** The Service and Purchase Rewards Offers are protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

**YOUR INFORMATION AND ACCOUNT DATA WITH US.** You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service, Purchase Rewards Offers or any services provided in connection with them, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Service, Purchase Rewards Offers or any services provided in connection with them (collectively, "Account Data"). You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Service, Purchase Rewards Offers or any services provided in connection with them (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide the Service, Purchase Rewards Offers or any services provided in connection with them to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

**YOUR INFORMATION AND ACCOUNT DATA WITH OTHER FINANCIAL INSTITUTIONS.** Our financial management tools allow you to view accounts that you may have outside our financial institution (this is a process called "aggregation"). When you choose to use online financial services which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving that consent, you are agreeing that we, or a third party vendor on our behalf, may use, copy and retain all

non-personally identifiable information of yours for the following purposes: (i) as pertains to the use, function, or performance of the services which you have selected; (ii) as necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected; (iii) for measuring downloads, acceptance, or use of the services you have selected; (iv) for the security or protection of the services you have selected; (v) for the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement; (vi) to assist us in performing our obligations to you in providing the services you have selected.

If we make additional online financial services available to you which are applicable to data that you have transacted with other financial institutions or card issuers, and which we will aggregate at this site, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

If you select services that are offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we and the third parties or merchants acting on our behalf shall not use or keep any of your personally identifiable information.

**USE, STORAGE AND ACCESS.** We shall have the right, in our sole discretion and with reasonable notice posted on the FinanceWorks site and/or sent to your email address provided in the Registration Data, to establish or change limits concerning use of the Service and any related services, temporarily or permanently, including but not limited to (i) the amount of storage space you have available through the Service at any time, and (ii) the number of times (and the maximum duration for which) you may access the Service in a given period of time. We reserve the right to make any such changes effective immediately to maintain the security of the system or Licensee Access Information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the Service and any related services to which such changes relate. Your continued use of the Service or any related services will constitute your acceptance of and agreement to such changes. Maintenance of the Service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such Service or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

**THIRD PARTY SERVICES.** In connection with your use of the Service, Purchase Rewards Offers, or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

**THIRD PARTY WEBSITES.** The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service, Purchase Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked

Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

**EXPORT RESTRICTIONS.** You acknowledge that the Service may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the Service, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who has been prohibited from participating in US export transactions by any federal agency of the US government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by US law.

**Purchase REWARDS OFFERS.** If you decide you wish to participate in the Purchase Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

**Purchase Rewards.** You will earn rewards for your participation in the Purchase Rewards Offers program based on total purchases. If you participate in the Purchase Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Purchase Rewards Offers deposit account which is associated with the Purchase Rewards Offers program.

**Purchase Rewards Offers Account.** You must use the debit card associated with the Purchase Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

Purchases must be made as indicated in the offers made available under the Purchase Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Purchase Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your internet browser, the merchant's web site or our system. Please contact our support team if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Purchase Rewards Offers program.
- The rewards information that we provide to you, which is provided "as is" and "as available".
- (i) your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of

your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.

- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.