

## ONLINE BANKING AGREEMENT AND DISCLOSURE

### 1. Scope of Agreement; Definitions; Electronic Records and Signature.

- (a) **Scope of Agreement.** This Online Banking Agreement governs your use of Essex Savings Bank's online banking services (the "Services"), all as described in this Agreement. Please print a copy of this Agreement for your records. By subscribing to or using the Services, you agree to the terms and conditions in this Agreement and any changes in such terms and conditions as Essex Savings Bank may make from time to time in accordance with applicable provisions of this Agreement. The terms, provisions and conditions of this Agreement do not replace, but supplement, any and all other agreements that govern any Account maintained by you at Bank. Except as otherwise stated herein, in the event of a conflict between this Agreement and any agreement governing an Account, this Agreement shall control.
- (b) **Electronic Signature.** By clicking the "I Agree" button and by continuing to use the Services, you agree to be bound by the terms and conditions of this Agreement. The Bank reserves all rights not expressly granted to you in this Agreement.
- (c) **Definitions.** "Agreement" refers to this Online Banking Agreement and Disclosure. "You", "your" and "Customer" refer to all Account owners and any individuals authorized to access your Account(s), any individual who accepts this Agreement, and any individual who uses the Services on your behalf. "We", "us", "our" and "Bank" refers to Essex Savings Bank. "Online Banking", "Services" or "Service" refer to the suite of services that we make available to you pursuant to this Agreement. "Account" or "Accounts" refer to the checking, savings, money market and loan Accounts you maintain at the Bank and that we permit you to access through Online Banking. Eligible deposit Accounts include savings accounts, money market accounts and checking accounts, but not passbook accounts. "Site" means any web site from which we make available and you can access the Services. "Business Day" means every day except Saturdays, Sundays and Federal holidays. "Deposit Account Contract" means the contract governing your Accounts.
- (d) **Electronic Records and Signature - Customer Disclosure and Consent.** This Customer Disclosure and Consent addresses the circumstances under which you agree to: 1) receive and sign this Agreement electronically; 2) do business with Bank electronically; 3) use electronic signatures in your dealings with the Bank; and 4) receive in electronic form information that the Bank is required by law to provide to you in writing, such as the Electronic Fund Transfer Disclosures contained in this Online Banking Agreement. All of the foregoing is collectively referred to in this Agreement as "Electronic Information." If you consent, Electronic Information can be displayed for you electronically and you agree to use an electronic signature to sign this Online Banking Agreement, including this Customer Disclosure and Consent, electronically. You will have the opportunity to print or save the Electronic Information and keep it for your records.

**Your consent also: 1) permits us to send you other notices, disclosures or documents electronically in connection with your Accounts and 2) constitutes your agreement to execute documents related to your Accounts with an electronic signature. Please read this notice carefully before giving consent.**

If you consent and change your mind later, you may withdraw your consent at any time by contacting the Deposit Operations Center at (860)767-4414. If you do not give consent, or withdraw consent, you will not be allowed to access Online Banking.

You agree to print out or download this Customer Consent and Disclosure and all Electronic Information we display or send to you and keep copies for your records. If you have any trouble with printing or downloading, you may call the Deposit Operations Center at (860)767-4414 to request paper copies.

If you need to update your e-mail address or other contact information with the Bank, you may do so by contacting us by one of the methods described in the Notices section of this Agreement.

You may obtain paper copies of the Electronic Information at any time without charge by calling the Deposit Operations Center at (860)767-4414.

Before you access Online Banking you must have the following equipment and software installed on your computer:

- The most recent secure browser version of Microsoft Edge, or the latest version of Firefox, Chrome, Safari, or other browser program that supports Secure Sockets Layer Protocol.
- Patched operating systems.
- Current and up-to-date anti-virus program.
- An activated operating system software firewall.

You have the option to download a complete copy of your Electronic Information in an Adobe Acrobat PDF file. To download and view your documents using the Adobe Acrobat PDF file, Adobe Acrobat Reader must be installed on your system.

If you do not have the required software and/or hardware, or if you do not wish to use Electronic Information for any other reason, you will not be able to use Online Banking.

Bank may, at its option, deliver Electronic Information or other documents on paper if it chooses to do so. Bank may also require that certain communications from you be sent to it on paper at a specified address.

**Please print or download a copy of this Agreement now so that you have this Customer Disclosure and Consent for future reference.**

**By accepting this Agreement you also consent to the use of Electronic Information in connection with Online Banking and your Accounts, including delivery of Electronic Information. You agree you have been able to read this Consumer Disclosure and Consent using your computer and software. You acknowledge you have successfully printed or downloaded a copy of this Consumer Disclosure and Consent. You acknowledge you have access to an account with an Internet service provider, and that you are able to send and receive e-mail. You are consenting on behalf of all users of the Services and Account owners. You represent that you are authorized to consent on their behalf.**

**2. Summary of Online Banking Functions.** Depending on the Online Banking functions you request in your application for Online Banking, you will be able to perform some or all of the functions summarized below:

- Access Account balances.
- Review Account activity.
- View images of paid checks.
- View pending transactions.
- Transfer funds between your Accounts at the Bank.
- Transfer funds to the accounts of individuals or businesses held at the Bank or at other financial institutions, as more fully described below.
- Pay an Essex Savings Bank loan payment.
- Place a stop payment on any check you wrote that is drawn on a checking or money market Account.
- Pay bills using the Online Banking Bill Pay Service.
- Subscribe to Account alerts.
- Complete and submit secure forms to the Bank.
- Send secure messages and transaction inquiries to the Bank.
- Deactivate and activate automated teller machine and debit cards.
- Conduct certain Services through mobile devices.

The Online Banking Bill Pay Service enables you to:

- Pay most bills from your checking account.
- Add, change and delete payments.
- Establish, modify or cancel future and recurring bill payments and transfers.

We may provide the Services through one or more service providers (each a "Service Provider") that we have engaged to render some or all of the Services to you on our behalf. 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.

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 identify 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.

**3. Limitations on Transfers through Online Banking.** Transfers conducted through Online Banking are subject to the limitations and requirements described below.

- (a) **Transfers between your Accounts at the Bank.** You may transfer funds between your checking, savings, and money market Accounts in any dollar amount between \$.01 and \$999,999.00, with a maximum daily limit of \$999,999.00.
- (b) **Transfers to your accounts at other financial institutions.** Consumer Customers may transfer funds from checking, savings and money market Accounts to the checking, savings, and money market savings accounts maintained by the Customer at other financial institutions in any dollar amount between \$.01 and \$5,000.00 per day, with a maximum of \$500,000 in such transfers during any thirty-day period. Business Customers may transfer funds from checking, savings and money market Accounts to the checking, savings, and money market accounts maintained by the Customer at other financial institutions in any dollar amount between \$.01 and \$10,000.00, with a maximum of \$500,000 in such transfers during any thirty-day period. These transfers will be conducted electronically by Automated Clearing House ("ACH") entries, but business Customers may also choose to conduct such transfers by wire transfer, as described below.
- (c) **Transfers to accounts of other persons and businesses at the Bank.** You may transfer funds from your checking, savings, or money market accounts to the checking, savings, or money market accounts maintained by other persons or businesses at the Bank in any dollar amount between \$.01 and \$250,000.00 per transaction.
- (d) **Transfers to accounts of other persons and businesses at other financial institutions.** Consumer Customers may transfer funds from checking, savings, or money market Accounts to the checking, savings, or money market accounts maintained by other persons or businesses at other financial institutions in any dollar amount between \$.01 and \$5,000.00 per day, with a maximum of \$500,000 in such transfers during any thirty-day period. Business Customers may transfer funds from checking, savings, or money market Accounts to the checking, savings, and money market accounts maintained by other persons or businesses at other financial institutions in any dollar amount between \$.01 and \$10,000.00, with a maximum of \$500,000 in such transfers during any thirty-day period. These transfers will be conducted electronically by ACH entries, but business Customers may choose to conduct such transfers by wire transfer, as described below.
- (e) **Wire Transfers to accounts held by other businesses or persons at other financial institutions.** Business Customers may transfer funds from checking, savings, or money market Accounts to the checking, savings, or money market accounts maintained by other persons or businesses at other financial institutions by wire transfer. Before initiating a wire transfer through Online Banking you must enter into the Bank's wire transfer agreement.

- (f) **Transfers to Loans.** You may make payments from your checking Account at the Bank to any loan Account at the Bank in any amount between \$.01 and \$500,000.00 per payment, with a limit of \$500,000.00 in payments per day.
- (g) **Transfers from Business Lines of Credit Loans.** You may transfer funds between your Business Line of Credit Loan at the Bank to any checking account at the Bank in any amount between \$.01 and your credit limit, with a maximum of \$500,000.00 per day.
- (h) **Bill Payments.** You may make bill payments in any amount between \$.01 and \$100,000.00.
- (i) **Other Transfer Limitations.** Except as provided herein, all bill payments and transfers to and from an Account are also subject to the terms and conditions applicable to such Account as set forth in the Deposit Account Contract governing such Account. With respect to Money Market Accounts, you may not make more than six transfers or withdrawals per month to another Account of mine or to third parties when these transfers are made by means of a preauthorized or automatic transfer, or telephonic agreement, order or instruction.
- (j) **Cutoff time.** If you submit a transfer request before 2:45 p.m. Eastern Time on a Business Day, we will process your request on that Business Day, provided you have submitted all of the information required by the Service to initiate the transfer. If you submit a transfer request after the cut-off time on a Business Day, we may, in our sole discretion, process your request on the same Business Day, but generally we will process such requests on the following Business Day.
- (k) **Mobile Services.** You will be required to acknowledge and accept a separate Mobile Services Addendum should you wish to use a mobile device for online banking services.

4. **Security; Authorized Representatives.** You will use a user ID ("User ID") and a password, and/or such other security and authentication techniques as we may require from time to time, to access your Accounts through the Service. We may, in our sole discretion, set standards for your User ID and password. We recommend that you change your password regularly. We may also require additional security procedures to initiate certain transactions. These additional security procedures may require special hardware, software or third-party services. We may also, at our option, offer you additional, optional security procedures to enhance the security of your Accounts and the Services. We may also require the use or activation of specific applications, Internet browser software features, plug-ins and add-ons, such as JavaScript support and "cookies," in order to utilize the Service. We may also acquire detailed information concerning the computers and handheld devices you use to access the Service, including telephone numbers and unique internal and network identifiers for your computers and handheld devices, in order to facilitate and enhance secure access to the Service. If you are a business Customer, you agree that use of a User ID and password is a commercially reasonable commercial procedure for protecting against unauthorized transfers from your Accounts.

You agree that we may place cookies and other identifiers on the computers and handheld devices you use to access the Service. Cookies help us confirm your identity and help us keep your transactions secure when you use the Services. We also use cookies for various purposes such as maintaining continuity during an online session, gathering data about your use of the Service and other websites, and optimizing the performance of our website and the Service.

When signing up for the Service you will also be asked to establish three (3) challenge questions and responses selected randomly from a library of thirty (30) available questions. You will be required to answer your chosen security questions when you deviate from your established online behavior. This could happen when you log in from a different location or when your log in pattern varies from your normal pattern. If you make a number of unsuccessful attempts, access to your Accounts through Online Banking will be blocked. As an added security feature, you will have two (2) minutes to submit answers to your security questions. If the answers are not submitted before this time runs out, you are returned to the log in screen.

If you permit an authorized representative to have access to your Account, including through Online Banking, each such person individually has the right to provide us with instructions, make any decision, obtain any information or make any request associated with the Account and related Services. You agree that each of your authorized representatives will be acting as your agent and will be bound by this Agreement and any separate agreement or addendum governing the Account or Online Banking Service. We may rely and act on the instructions of any such person without incurring liability to you. All transactions that an authorized representative performs on an Account or Online Banking Service, including those you did not want or intend, are transactions authorized by you. You are solely responsible for those transactions, and we are not

responsible for them. However, if you notify us that an authorized representative is no longer authorized, only transactions that you did not want or intend and that the authorized representative performs after you notify us, and we have a reasonable opportunity to act on the notice, will be considered unauthorized transactions.

From time to time, we may offer tools in Online Banking or through other channels for managing the authority of some of your authorized representatives. These tools permit you, either directly or through us, to limit or control the access that certain of your authorized representatives will have to, or tasks they can perform with, an Account or Online Banking Service. **You agree that you, and not we, are responsible for supervising all of your authorized representatives and monitoring the actions they take on your behalf, whether or not we provide such tools for managing their authority.**

5. **Account Ownership and Access.** You warrant and represent that you are a legal owner of the Accounts that are accessible to you through use of the Services. By accessing the Accounts through use of the Services, you represent that you are not violating the rights of any other person, nor is the consent of any third person required for you to obtain information or conduct transactions on the Accounts. You also represent that you are authorized to permit the Bank or any Bank Service Provider to use any information submitted by you to configure the Services to be compatible with the Accounts and, as applicable, any computer, including handheld devices.

6. **Bill Payment Service Terms.**

The terms and conditions of Bank's bill payment service ("Bill Pay Service") are contained in a separate document on the Site (the "Bill Pay Terms and Conditions"). The Bill Pay Terms and Conditions are a part of this Agreement. Except as expressly stated herein, in the event of any conflict between the provisions contained in this Agreement and the Bill Pay Terms and Conditions, the Bill Pay Terms and Conditions shall control to the extent necessary to resolve such conflict.

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

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

8. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT,

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

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

**10. Electronic Fund Transfer Disclosures and Terms Applicable Only to Consumer Users.** The provisions of this section apply only to electronic fund transfers that debit or credit a consumer (i.e. natural person) account established primarily for personal, family, or household purposes.

**(a) Your Liability.** You are responsible for all transfers and bill payments you authorize using the Online Banking services. If you permit other persons to use the Online Banking services or your User ID or password, you are responsible for any transactions they authorize from your Accounts.

Tell us AT ONCE if you believe your User ID or password has been lost or stolen. Telephoning, as provided in Section 11, is the best way of keeping your possible losses down. You could lose all the money in your deposit accounts (plus your maximum overdraft lines of credit). If you tell us within two (2) Business Days after you learn of the loss or theft of your User ID or password, you can lose no more than \$50 if someone used your User ID or password without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your User ID or password, and we can prove we could have stopped someone from using your User ID or password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you (or if you have chosen to have statements sent to you electronically, 60 days after the statement is both sent to you and made available in Online Banking), you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

**(b) Disclosure of Account Information to Others.** We will disclose information to third parties about you, your Accounts or the transfers you make under the following circumstances:

- We have entered into an agreement to have another party assist us in providing Online Banking. In order to carry out your instructions we will provide this party with, or it will receive from you,

information about your designated Accounts, your Online Banking services transactions and your Email messages; or

- Where it is necessary for completing transfers and bill payments; or
- In order to verify the existence and condition of your Accounts for a third party, such as a payee or holder of a check issued by Online Banking services or a credit bureau; or
- In order to report our experience regarding your Accounts or Online Banking transactions to financial institutions and credit reporting agencies; or
- To collect any debt that you may owe to us; or
- For the purpose of learning about aggregate customer usage patterns, customer telephone inquiries, and the effectiveness of Online Banking services, but we shall not disclose individual identifiable information except as provided in this Section; or
- In order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal processes in order to give information to any government agency or official having legal authority to request such information; or
- If you give us your written permission.

**(c) Periodic Statements.** Your monthly periodic statements for your Accounts will reflect any transfers or bill payments you authorize using Online Banking, as well as your other account activity for the period covered by each periodic statement. We may elect to return your checks, or images of your checks, to you with your statement, unless you have chosen to receive your periodic statements from us electronically, in which case you will receive images of such checks.

**(d) Preauthorized payments; Right to Stop Payment and Procedure for Doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call us at the Deposit Operations Center at (860)767-4414 from anywhere in the United States, or write us at Essex Savings Bank, Deposit Operations Center, PO Box 950, Essex, CT 06426, in time for us to receive your request 3 Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

If you order us to stop one of these payments 3 Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**(e) Our Liability.** If we do not 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 your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your Account to complete a transaction from that Account, or if withdrawals from any of your Accounts have been prohibited by a court order such as a garnishment or other legal process, or if that account has been closed.
- If the transfer or bill payment would go over the credit limit on your Overdraft line of credit.
- If you have not properly followed your Online Banking instructions on how to make a transfer or bill payment or if your computer or mobile device or other equipment fails or malfunctions.
- If you have not given us complete, correct and current instructions so that we can make a transfer or bill payment.
- If you do not authorize a bill payment or transfer soon enough for your payment to be made and properly credited by the payee by the time it is due.
- If we make a timely bill payment but the payee nevertheless does not credit your payment promptly after receipt.
- If we have reason to believe that a transaction has not been properly authenticated or is fraudulent.

- If Online Banking was not working properly or was shut down for maintenance and you knew or should have known about the breakdown when you attempted to authorize a transfer or bill payment.
- If circumstances beyond our control prevent the making of a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include delays or losses of payments caused by the U.S. Postal Service, equipment failure or breakdown, acts of God or other conditions beyond our control. We will be responsible for acting only on those instructions sent through Online Banking which we actually receive.
- For any indirect, incidental, special or consequential damages if our failure was not intentional and resulted from a bona fide error, notwithstanding our procedures to avoid such error.

(f) **Error Resolution.** Telephone us at the Deposit Operations Center at (860)767-4414 from anywhere in the United States or write us at: Essex Savings Bank, Deposit Operations Center, PO Box 950, Essex, CT 06426 as soon as you can, if you think your periodic statement is wrong or if you need more information about a transfer listed on the periodic statement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared, but if you have chosen to have statements sent to you electronically, you will have sixty (60) days after the statement is both sent to you and made available in Online Banking to notify us. You must:

- Tell us your name and Account number(s)
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information
- Tell us the dollar amount of the suspected error

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 Business Days to credit your account for the amount you think is in error.

We will tell you the results within 3 Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

For errors you believe have occurred involving your overdraft line of credit, you do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your overdraft line of credit Account bill that are not in question. While we investigate your question, we cannot report the amount in question as delinquent or take any action to collect the amount you question.

**11. Contact the Bank in Event of Unauthorized Transactions.** If you believe that your User ID or password has been lost or stolen or that someone transferred or may transfer money from your account without your permission, call us immediately at the Deposit Operations Center at (860)767-4414 from anywhere in the United States or write to us at:



Essex Savings Bank  
Deposit Operations  
PO Box 950  
Essex, CT 06426

- 12. Business Days and Hours of Operation.** For the purposes of this Agreement, our Business Days include every day other than Saturday, Sunday or one of the federal holidays. Online Banking services can only make transfers and bill payments on Business Days, although you may use Online Banking to schedule payments and transfers and obtain account information 24 hours a day, seven days a week, except during any regular or special maintenance periods. We will attempt to schedule any maintenance between midnight and 6:00 a.m. Eastern Time.
- 13. Charges for Online Banking.** You agree to pay us the fees reflected in the Schedule of Consumer Account Charges (for consumer Customers) or Schedule of Commercial Account Charges (for business Customers), as applicable, for any Services you receive hereunder. You authorize us to deduct all fees from any account you have with us.
- 14. Electronic Fund Transfer Terms Applicable Only to Business Customers.** The provisions of this subsection apply only to electronic fund transfers that debit or credit an account established for business purposes (e.g. non-consumer accounts).
- (a) Your Liability.** You are responsible for all transfers and bill payments you authorize using the Online Banking Services. If you permit other persons to use the Online Banking Services or your User ID or password, you are responsible for any transactions they authorize from your Accounts.

In no event shall Bank be liable to Customer for any damages, including lost profits, lost savings or other direct, indirect, incidental, special or consequential damages arising out of the use or inability to use the Services, or for any claim by another party. If an Online Banking transaction that Customer has properly processed through Online Banking, using Customer's User ID and password, is not completed, or is completed for an incorrect amount, or is directed to a person or entity which does not comply with Customer's instructions, Bank will be responsible for returning any improperly transferred funds to Customer's account from which the funds were withdrawn and for directing to the proper recipient any payments or transfers that were previously misdirected or not completed, unless such improper transfer results from Customer's act's or omissions. THE RECREDITING OF CUSTOMER'S ACCOUNT AND THE REDIRECTING OF PAYMENTS AND TRANSFERS SHALL CONSTITUTE BANK'S ENTIRE LIABILITY FOR INCOMPLETE OR INCORRECT PAYMENTS OR TRANSFERS.

Bank may consider orders or instructions for Online Banking transactions that are received from Customer as having been authorized by Customer. Bank may also consider that any of Customer's Account information that is accessed through Online Banking has been accessed with Customer's authorization. Customer agrees to hold Bank harmless for any claims, losses or damages that may arise from the processing of orders or instructions received from Customer through Online Banking.

- (b) Linking Accounts.** A consumer Customer may link multiple consumer Accounts owned by one or more individuals through Online Banking, such that all linked Accounts can be viewed by anyone who has access to the Online Banking Service for any such linked Account. Customer may do so only when expressly authorized to do so by all of the owners of those linked Accounts who have given such authorization in writing with full knowledge that Customer shall be entitled to access and act on all such linked Accounts. All requests for linking Accounts are subject to review and approval by the Bank. If Customer links consumer Accounts to its Online Banking service, Customer hereby agrees on behalf of each separate person owning the linked Account(s) that such persons shall be subject to the terms and conditions of this Agreement. Customer may elect, at Customer's own risk and that of each owner of each linked consumer Account, but expressly not at the risk of the Bank, to use a common Customer ID for accessing all such Accounts linked to Customer's Online Banking service.

**15. General Provisions.** The following provisions of this Agreement apply to all Services.

- (a) Amendments.** Bank may amend the terms of this Agreement at any time, in its sole discretion, by giving notice to you as provided in this Agreement or the Deposit Account Contract. If required by this Agreement or any applicable law, notice will be given for the applicable required number of days in advance of each such amendment. Your continued use of the Services shall constitute your agreement to such amendment(s).
- (b) Severability.** If any provision of this Agreement is declared unenforceable by a court of competent jurisdiction, then such provision shall be unenforceable only to the extent of such ruling, so that the remainder of that provision and all remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.
- (c) Waiver.** No waiver by the Bank of any right under or the enforcement of any term or provision of this Agreement will be deemed a waiver of any other right, or the enforcement of any other term or provision of this Agreement at that time or a waiver of that or any other right, or the enforcement of that term or provision of the Agreement at any other time.
- (d) Notices.** Any notice to be delivered to Customer shall be sent to Customer by regular mail or e-mail to the most recent address of Customer on Bank's records. Notices to the Bank shall be sent by first class mail, postage prepaid to Essex Savings Bank, Deposit Operations Center, PO Box 950, Essex, CT 06426.
- (e) Entire Agreement.** Customer agrees that this Agreement, the Deposit Account Contract that governs each Account, and any other agreement incorporated within this Agreement or the Deposit Account Contract form the entire agreement between Bank and Customer regarding the subject matter hereof. Except as otherwise expressly stated herein, in the event of any conflict between this Agreement, the Deposit Account Contract, and any other agreement between Bank and Customer, this Agreement shall control to the extent necessary to resolve such conflict.
- (f) Governing Law.** The terms and conditions of this Agreement are governed by and construed in accordance with the laws of the State of Connecticut, without regard to conflict of law provisions, and federal law. Any provision contained in the Bill Pay Terms and Conditions that conflicts with this provision is amended to the extent necessary to conform to this provision.
- (g) Fee Changes.** Bank shall have the right to increase or decrease charges imposed for the Services and will notify Customer of the changes, to the extent required by law. Customer's use of the Services after such changes have been made shall constitute Customer's agreement to the same.
- (h) Termination.** You will have access to the Services until terminated by the Bank or by you. You agree that the Bank may cancel the Services, or may suspend your access to the Services, and terminate this Agreement, at any time without notice and for any reason, including but not limited to your non-use of the Services. The Bank and its Service Providers shall not be liable for any modification or discontinuance of the Services. Termination shall not affect your liability under this Agreement for transactions commenced or accepted by the Bank on your behalf prior to such termination.
- (i) Other Conduct.** You will not, directly or indirectly, acting alone or in concert with others: (a) participate in or assist in any fraudulent or deceptive act or practice; (b) use the Services or applicable software to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation; (d) make a statement to the Bank that is false, misleading or inaccurate; (e) be defamatory, libelous, unlawfully threatening or unlawfully harassing; (f) interfere with or disrupt the Services, the Site or any related software; (g) interfere with or disrupt the use of the Services by any other user; (h) use the Services or applicable software to gain unauthorized entry or access to the systems or information of others.
- (j) 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.

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