

**ROCKLAND TRUST ONLINE BANKING AGREEMENT****IMPORTANT**

This Online Banking Agreement (“Agreement”) is between you and Rockland Trust Company. This Agreement governs your use of Rockland Trust’s online banking services (the “Service” or “Online Banking”), as well as any transactions that you may initiate with and/or request from Rockland Trust through the Service (“Online Transactions”). The Service permits you to perform a number of banking functions involving your Accounts that are linked to the Service through the use of a personal computer or a mobile Internet-enabled access device. You agree to be bound to the terms and conditions pertaining to Online Banking and the specific terms and conditions applicable to any other associated services, including the Bill Payment Service, that you elect to use as set out below.

Certain important terms applicable to all services of Online Banking, unless otherwise defined in this Agreement, are set out in the Definitions section in Part V – DEFINITIONS at the end of this Agreement.

This Agreement does not cover transfers you may make through the branch, a telephonic individual voice response system (IVR) or through an automated teller machine (ATM). Rockland Trust is providing you with this Agreement in accordance with, and it is subject to, Applicable Law. Please read this document carefully, as it discusses in detail your rights and responsibilities when enrolling in the Service and when conducting Online Transactions through the Service.

By clicking on the “I Accept” button and/or proceeding to use the Service, you acknowledge that you have read, understood, and agree to be bound by this Agreement and the terms and conditions associated with your use of the Service, including any Online Transactions you initiate through the Service.

We recommend that you print or store a copy of this Agreement and keep it with your records. You may also view this Agreement, at any time, at the disclosure page on our website at [www.RocklandTrust.com](http://www.RocklandTrust.com).

## **PART I**

### **ONLINE BANKING SERVICE FEATURES**

This portion of the Agreement describes the general features, terms and conditions of Online Banking applicable to both Consumers and Non-Consumers, except as may otherwise be expressly indicated.

### **WHO IS ELIGIBLE**

You are eligible to use Online Banking if you maintain an open Account (checking, savings and/or loan) and have executed this Agreement, and if we have otherwise approved your use of the Service, as described further below.

### **ACCESS**

To use Online Banking, you must have a Computer or a mobile Internet-enabled access device (hereinafter referred to as a "Mobile Device"). You must also have access to the Internet and an email address. To register for the Service, you must complete an enrollment and/or other set-up process and associated form(s) and be approved by us in our sole and exclusive discretion. Your enrollment in Online Banking will enable you to access only those Accounts that you have designated through and that are eligible for access with Online Banking. You can also request to add or remove an Account by submitting a secure message through Online Banking.

Subject to Applicable Law, and at our sole discretion, we reserve the right to modify, suspend, or terminate access to the Service at any time without notice or refund of previously incurred fees. You authorize us, at our election and as permitted by Applicable Law, directly or through an agent, to obtain your credit report in connection with your request for use of Online Banking and, in our sole discretion, thereafter from time to time, in connection with your use of the Service. We may limit your access to the Service or the dollar amount and/or frequency of your transfers and payments based on your credit report.

For Non-Consumer customers, access to your Accounts through Online Banking will be based upon the identification of Authorized Users and authority levels specified by you through Online Banking.

### **HOURS OF ACCESS**

Online Banking is generally available seven (7) days a week, twenty-four (24) hours a day. Some or all features of Online Banking may not be available from time to time due to problems arising in connection with transmissions over the Internet, as well as emergency or scheduled system maintenance. We will post a notice of any extended periods of non-availability on the Online Banking site.

## **BASIC FEATURES OF THE SERVICE**

By enrolling in this service, you may have access to the Service's basic features, which allow you to:

- (i) View current balance and transaction information on your Account(s);
- (ii) View Account history;
- (iii) Perform Internal Transfers between certain Account(s) you have with us on either a one-time or recurring basis;
- (iv) For Consumers only, perform External Transfers between your Account(s) with us and accounts at other financial institutions on either a one-time or recurring basis, subject to availability and certain restrictions as set forth in this Agreement and otherwise imposed by Bank from time to time;
- (v) Stop payment of checks you have written;
- (iv) Download and/or export Account history information for use with other systems such as Quicken® and QuickBooks®;
- (v) View check images;
- (vi) Perform self-service Account maintenance such as re-ordering checks, ordering copies of paid checks, requesting copies of monthly checking or saving statements, changing address and phone information, and changing your Login ID and password;
- (vii) Set-up Account alerts;
- (viii) Receive electronic Account statements;
- (ix) Send secure messages to us regarding the Service;
- (x) Pay bills, and make person-to-person payments if you are a Consumer; and
- (xi) Use your Mobile Device to perform certain Mobile Banking Service functions.

Some of the above features may not be available for certain Accounts or customers.

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

- (i) Tax Payments. Tax payments are subject to separate, additional terms and conditions described in this Agreement. If you are a Non-Consumer customer, this feature of the Service

allows you to make certain federal and/or state tax payments to certain taxing authorities as made available via the Service from time to time.

(ii) ACH Originations. ACH originations are subject to separate, additional terms and conditions described in this Agreement. If you are a Non-Consumer, this Service allows you to initiate and approve (with pre-authorization), via Online Banking and/or your Mobile Device, ACH transactions that you instruct us to enter into the ACH network on your behalf.

(ii) Wire Transfers. Wire transfers are subject to separate, additional terms and conditions described in this Agreement. If you are a Non-Consumer, this Service allows you to transfer funds electronically, typically from your Account(s) to account(s) at other banks, via Online Banking and/or your Mobile Device.

(iii) Positive Pay. If you are a Non-Consumer, this Service provides a means to approve the payment of certain checks on an issue file that you prepare and to also affirmatively approve the payment of a particular check not on that issue file or object to its payment. This feature is subject to separate, additional terms and conditions.

Additional electronic banking services may be added by us from time to time in our sole discretion. By using these additional services when they become available, you agree to be bound by the terms and conditions associated with such services, as such terms and conditions are provided to you by us.

The use of certain features or modules related to the Service may incur fees or other charges. See our Fee Schedule for further information.

#### **LIMITS ON AMOUNTS AND FREQUENCY OF ONLINE BANKING AND MOBILE BANKING TRANSACTIONS**

The number of transfers from Accounts and the amounts which may be transferred via Online Banking, including via the Mobile Banking Service, are limited pursuant to the terms of the applicable Deposit Account Agreement and as otherwise described in this Agreement or in other communications we may provide to you. You understand that those limits include federal restrictions on the number of Internet (via Computer or Mobile Device) transfers from savings Deposit Accounts (including money market Accounts) processed in a statement cycle. Under these restrictions transfers from a savings or money market account with us to another deposit account with us, or from one of your savings or money market accounts with us to a third party (including bill pay transactions), that you initiate through Online Banking count toward a limit (along with preauthorized transfers, automatic transfers, telephone transfers, debit card point of sale transactions, and check transactions) of 6 per statement cycle period. For a more detailed description of the limits on such Internet transfers, please refer to the applicable Deposit Account Agreement.

## **INTERNAL TRANSFERS**

### **A. Types of Internal Transfers**

Internal Transfers (transfers between your eligible Accounts with us) may be processed as follows:

One-Time Transfers.

(i) One-time transfers and payments are used for transfers and payments between eligible Accounts which occur on an infrequent or irregular basis, or which vary in amount. To have a transfer processed on the same Business Day, we must receive your instructions before the established funds transfer cut-off time displayed in Online Banking and/or as otherwise set forth in this Agreement. You must have sufficient Available Funds (either in the Account or via an overdraft line of credit) on the day and at the time you request a same-day one-time transfer. Same-day one-time transfers may not be cancelled for any reason once the transaction has been approved by us.

(ii) You may also request that a transfer be made on a future date that you may designate which is in advance of the Scheduled Initiation Date. The "Scheduled Initiation Date" will be the effective date you enter, or the next Business Day should the effective date fall on a weekend or holiday. If you request a transfer for a future date, we process the transaction at the opening of business on that day only if it is a Business Day; otherwise, the transaction will be processed on the following Business Day. If we receive your instruction after the end of a Business Day, we will process the transaction on our next Business Day.

(iii) If you designate an Internal Transfer for a future date, you must have sufficient Available Funds by midnight of the night before the Scheduled Initiation Date; however, funds will be deducted from your designated Account on the Scheduled Initiation Date. Scheduled future Internal Transfers may be cancelled up to the established funds transfer cut-off time displayed in Online Banking in advance of the Scheduled Initiation Date.

Recurring Transfers. If you designate an Internal Transfer as a recurring transfer, you may request, and we will use, a Scheduled Initiation Date that re-occurs on a specified regular basis (e.g., weekly, semi-monthly, monthly, etc.). You will designate a "start date" and may also designate an "end" date. You must have sufficient Available Funds by midnight of the night before the Scheduled Initiation Date; however, funds will be deducted from your designated Account on the Scheduled Initiation Date. Recurring transfers may be cancelled up to the established funds transfer cut-off time displayed in Online Banking in advance of the Scheduled Initiation Date.

Limits on Internal Transfers. In addition to the Available Funds requirements and other limits described above and in this Agreement generally, please see the applicable Deposit Account Agreement for a more detailed description of limits on Internal Transfers.

### **B. Internal Transfers Set-Up**

Account Designation. You will designate Accounts between which you may transfer funds electronically through Online Banking. All of these Accounts must be in your name (as owner or co-owner) and be eligible for Internal Transfers. Eligible Accounts for Internal Transfers include checking, money market, savings and loan Accounts.

Funds Availability. Although you receive immediate provisional credit upon completion of an Online Banking session for same-day one-time transfers made during the session, you must make Internal Transfers by the established funds transfer cut-off time displayed in Online Banking for those funds to be posted on an Account on the same Business Day and to be available for non-Online Banking Service transactions. Internal Transfers designated as same-day one-time transfers made after the established funds transfer cut-off time displayed in Online Banking on a Business Day or on a weekend or holiday will be available for the payment of non-Online Banking Service transactions on the following Business Day.

### **C. Cancelling or Modifying Internal Transfers**

In order to cancel or change a scheduled transaction that is a future-dated or a recurring Internal Transfer, you may use Online Banking or the Mobile Banking Service and follow the instructions provided to you, all in accordance with the Service's deadlines for cancellation or modification as described therein. You may also contact the Customer Information Department for assistance by 8:00 p.m. of the Business Day before the Scheduled Initiation Date.

### **D. Internal Transfers and Available Funds**

You agree to have Available Funds on deposit in the Account you have designated in amounts sufficient to pay for all Internal Transfers requested, as well as any other payment obligations you have to us. If Internal Transfers process against any uncollected deposit, uncollected balance or otherwise insufficient Available Funds in your Account, YOUR ACCOUNT WILL BE ASSESSED AND CHARGED THE APPROPRIATE OVERDRAFT, UNCOLLECTED OR RETURNED ITEM INSUFFICIENT CHARGE. See our current Fee Schedule for the current amounts of these charges. We reserve the right, without liability, to reject or reverse an Internal Transfer, as applicable, if you fail to comply with this requirement or any other terms of this Agreement.

If you do not have sufficient Available Funds in your designated Account and we have not exercised our right to reverse or reject an Internal Transfer, as applicable, you agree to pay for such payment obligations on demand. You further agree that we may, at our option, charge any of your Accounts with us to cover such payment obligations.

## **EXTERNAL TRANSFERS – FOR CONSUMERS ONLY**

### **A. Registration and Access**

You must be enrolled in Online Banking in order to transfer funds between your Accounts with us and accounts at other financial institutions (“External Transfers”). External Transfers are outbound and inbound transfers that move funds to or from one of your eligible Accounts with us to or from a registered account at another financial institution. You will need to register each non-Bank account that you wish to use for External Transfers.

As a Consumer, you agree that (i) you will only register eligible non-Bank accounts (i.e., accounts at financial institutions other than Rockland Trust) on which you are an individual or joint owner, or for which you otherwise have the authority to transfer funds, and (ii) you will only use External Transfers for transferring funds between your consumer Accounts with us and registered consumer accounts at other financial institutions.

### **B. Scheduling External Transfers**

External Transfers can be scheduled (or initiated) on either a one-time basis or a recurring basis. One-time transfers may be scheduled to be sent on the same business date or scheduled to be sent on a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. One-time future-dated or future recurring transfers scheduled for a weekend or a non-Business Day will be processed on the next Business Day. All other one-time future-dated and recurring transfers will be processed at the end of the Business Day requested. The cut-off time and delivery date of External Transfers is set forth in Online Banking and/or in this Agreement.

### **C. When Transfers are Debited to Your Account(s)**

Transfers Initiated Before Cut-Off Time: Funds involving an External Transfer from your Account with us will be debited the same Business Day that you initiate the transfer.

Transfers Initiated After Cut-Off Time: Funds involving an External Transfer from your Account with Bank will be debited the Business Day after you initiate the transfer.

### **D. Cancelling Scheduled Transfers**

Future-dated External Transfers (either one-time or recurring) can be cancelled prior to the cut-off time set forth in Online Banking on the Business Day prior to the date the transfer is scheduled to be made. However, if the transfer's status is approved, you can no longer cancel it. NOTE: Immediate transfers cannot be cancelled via the Service once the transfer has been processed.

## **E. Transfer Fees**

You may be charged an External Transfer fee in accordance with our Fee Schedule.

## **F. Limitations on Transfers**

In addition to the limits described in the applicable Deposit Account Agreement, External Transfers are subject to a total dollar limit of \$2,000.00 for all Accounts each Business Day, or as otherwise established by us from time to time. We may change the dollar limits at any time, without prior notice (other than any notice required by Applicable Law).

Any transfer initiated on a day that is not a Business Day counts toward the applicable limit for the next Business Day. A transfer remains "Authorized" until fully processed. Transfers initiated after the cut-off time typically remain In Process until the close of the 2nd Business Day after the transfer is initiated, and, for External Transfers initiated before the cut-off time, until the close of the next Business Day after the transfer is initiated.

## **G. Disqualifying Events**

You agree that we may reduce the dollar limits on transfers as described in subsection (F) above, or terminate your eligibility to make future transfers (including cancelling scheduled future transfers), in each case without prior notice (other than any notice required by Applicable Law), upon occurrence of a Disqualifying Event. Each of the following is a "Disqualifying Event":

- (i) Any of your Accounts with us are not current or are not in good standing.
- (ii) You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Account with us during the current or three (3) prior calendar months.
- (iii) You have had any prior External Transfer involving accounts at other financial institutions cancelled, revoked, or not completed due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.
- (iv) You attempt to use External Transfers to transfer funds between your eligible consumer Accounts with certain non-consumer accounts at other financial institutions, or to transfer funds between your eligible business Accounts with certain non-business accounts at other financial institutions.
- (v) We suspect fraud or unauthorized use has or may occur with respect to your Account(s) with us or with respect to any External Transfer(s).

## **H. External Transfers and Available Funds**

You agree to have Available Funds on deposit in the Account you have designated in amounts sufficient to pay for all External Transfers requested, as well as any other payment obligations you have to us. If External Transfers process against any uncollected deposit, uncollected

balance or otherwise insufficient Available Funds in your Account, YOUR ACCOUNT WILL BE ASSESSED AND CHARGED THE APPROPRIATE OVERDRAFT, UNCOLLECTED OR RETURNED ITEM INSUFFICIENT CHARGES. See our current Fee Schedule for the current amounts of these charges.

## **BILL PAYMENT SERVICE**

You may use our Bill Payment Service to direct us and/or our Service Provider to make payments from the Funding Account to the Payees that you choose in accordance with this Agreement.

### **A. Service Guarantee**

The Service Provider will bear responsibility for any late-payment-related charges up to \$50.00 should a Payment post after the Scheduled Payment Due Date or Deliver By Date, provided that the Payment was scheduled and the Payee information was maintained in accordance with the terms and conditions described within this section. Notwithstanding the foregoing, the Service Provider shall not be responsible for any such charges if the Service Provider does not have responsibility or liability for a Payment transaction, late payments or late payment related charges under the other provisions of this section, including those payments described under the Exception Payments sub-section below.

### **B. Transaction Responsibilities**

The Service Provider shall use commercially reasonable efforts to process the Scheduled Payments in accordance with your instructions. Except where Applicable Law requires or provides otherwise, neither we nor the Service Provider shall be liable for any Payment transaction if: (i) you do not have enough money in the Funding Account to complete the transaction; (ii) a legal order prohibits withdrawals from your Account; (iii) the Funding Account is closed, has been frozen, or is otherwise not authorized to debit the corresponding Payment Amount; (iv) the transaction would cause your Account balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commit fraud or violate any law or regulation in connection with the Bill Payment Service; (vi) any electronic terminal, telecommunication device or part of the electronic fund transfer system is not working properly; (vii) you did not provide complete and correct Funding Account, Payment or Payee information; (viii) you did not properly follow the instructions or terms and conditions for use of the Bill Payment Service; (ix) you knew and/or had been advised that the Bill Payment Service was not operating properly at the time you scheduled the Payment; (x) there is a postal delay; or (xi) circumstances beyond the Service Provider's control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

With the exception of the foregoing, if the Bill Payment Service incorrectly debits your Funding Account and/or directs funds from the Funding Account to a Payee inconsistent with the instructions you specified in the Scheduled Payment, the Bill Payment Service shall, upon detecting the error or receiving notice from you, be responsible for returning the improperly transferred funds to your Funding Account and/or redirecting funds to the proper Payee and/or

contacting the Payee to request appropriate adjustments on your account with the Payee, except as otherwise provided under the Authorization sub-section below.

### **C. Your Responsibilities**

You will be responsible for any Payment request you make that contains an error or is a duplicate of another Payment. Neither we nor the Service Provider is responsible for a Payment that is not made if you did not properly follow the instructions for making a Payment. Neither we nor the Service Provider is liable for any failure to make a Payment if you fail to promptly notify us after you learn that you have not received credit from a Payee for a Payment. Neither we nor the Service Provider is responsible for your acts or omissions or those of any other person, including any Payee or transmission or communications facility, and no such party shall be deemed to be our and/or the Service Provider's agent. In no event will we and/or the Service Provider be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with the Bill Payment Service, even if we and/or the Service Provider have knowledge of the possibility of them. Neither we nor the Service Provider is liable for any act, failure to act or delay in acting with respect to the Bill Payment Service if it is caused, in whole or in part, by any cause beyond our and/or the Service Provider's reasonable control.

### **D. Setting Up and Maintaining Payees**

To begin using the Bill Payment Service, you will first need to establish at least one Payee in your Payee List. You may add, modify or delete Payees as necessary. It is your responsibility to manage your Payee List and maintain accurate Payee information, such as but not limited to the address to which the Payee specifies Payments are to be delivered, your account number with the Payee, the name on your account with the Payee, etc., except where the Bill Payment Service expressly indicates that it shall manage such Payee information, such as a Merchant's remittance address. Payees must reside or exist within the United States of America or its territories or commonwealths. The Service Provider and/or we reserve the right to refuse or remove a Payee for any reason.

### **E. Setting Up Payments**

To schedule Payments, you must choose a Payee from your Payee List. You may schedule One-Time Payments and Recurring Payments to any of your Payees. It is your responsibility to cancel, skip, reschedule or revise a Scheduled Payment in accordance with the Payee's instructions to you, or as needed to ensure sufficient Available Funds in the corresponding Funding Account, or under circumstances where the Payee may return the Payment to the Service Provider due to any reason outside the Service Provider's or our control. The Service Provider and/or we reserve the right to refuse or cancel a Payment for any reason.

The earliest possible Payment Date / Withdraw On Date and Due Date / Deliver By Date for each Payee will be determined and presented by the Bill Payment Service when you schedule a Payment. The Bill Payment Service will not permit a Payment Date / Withdraw On Date or Due Date / Deliver By Date earlier than the earliest possible dates presented. The Bill Payment Service determines this earliest possible Payment Date / Withdraw On Date and Due Date / Deliver By Date based on the number of Business Days required to deliver a Payment to the Payee, which is primarily affected by whether or not the Payee has agreed to accept remittance of Payments electronically (typically one (1) or two (2) Business Days) or requires Payments be delivered by check (typically four (4) or five (5) Business Days). A Payee's location or policies for posting and crediting payments may require additional Business Days. Payments scheduled after the Bill Payment Service's "Cut-Off Time," as set forth in the Bill Payment Service site and/or in this Agreement, shall be processed no earlier than the following Business Day. The Service Provider and/or we may change the Cut-Off Time without prior notice.

You should carefully consider factors such as the Payee's payment due date, grace period, whether the Payee's payment due date falls on a non-Business Day, etc., when scheduling a Payment to avoid late payments and late fees. You must allow the necessary number of Business Days prior to the Payee's payment due date for each Payment, including each Payment of a Recurring Payment series. Some businesses take longer to post payments than others. You should consider allowing additional time for the initial Payment to a Payee through the Bill Payment Service in order to gauge the appropriate Payment Date / Withdraw On Date or Due Date / Deliver By Date in each case, and determine whether to allow an additional one (1) or two (2) additional Business Days to avoid incurring any late fee charged by the Merchant. It is your responsibility to schedule Payments appropriately and in accordance with the Payee's requirements. Neither the Service Provider nor we shall be responsible for late payments, nor to reimburse you for late fees, for any Payment delivered in accordance with your instructions, or as a result of a Payee's payment processing policies, or any other circumstance outside the Service Provider's control.

Payments to Payees, businesses or individuals outside the United States of America or its territories or commonwealths using the Bill Payment Service are prohibited.

#### **F. Limitations on Payments**

In addition to the limits described elsewhere in this Agreement and in the applicable Deposit Account Agreement, Payments that are associated with the Bill Payment Service are subject to a per transaction or per Payment dollar limit of \$9,999.99 for Payments by Consumers and \$ 20,000.00 for Payments by Non-Consumer customers, and a total dollar limit of \$20,000.00 for all Payments each Business Day by Consumer customers or \$ 50,000.00 for all Payments each Business Day by Non-Consumer customers, or as otherwise established by us from time to time. We may change the dollar limits at any time, without prior notice (other than any notice required by Applicable Law).

## **G. Editing or Cancelling Payments**

Any Payment can be modified or cancelled, provided you access the Bill Payment Service prior to the Cut-Off Time on the Business Day that a Payment is going to be processed. Once a Payment is in-process, it cannot be cancelled through the Bill Payment Service. Instead, you must contact Customer Service to request a stop payment. A Recurring Payment may be edited or cancelled after processing for the then current Payment instance is complete.

## **H. Stop Payment**

You may request to stop a Payment after a Payment has been processed by contacting us as set forth in the YOUR COMMUNICATIONS WITH ROCKLAND TRUST section of this Part I of the Agreement. The Bill Payment Service's ability to stop a Payment successfully depends on how the funds were remitted to the Payee and the elapsed time since the Payment was processed. The Service Provider and we will make commercially reasonable efforts to stop a Payment per your request but shall have no liability if unsuccessful. You may be charged a stop payment fee for each request.

## **I. Exception Payments**

Tax Payments and court-ordered Payments may be scheduled through the Bill Payment Service; however, such Payments are discouraged and must be scheduled at your own risk. In no event shall we or the Service Provider be liable for any claims or damages resulting from your scheduling these types of Payments. The Service Provider shall have no obligation to research or resolve any claim resulting from any such Payment. All research and resolution for any misapplied, mis-posted or misdirected Payments will be your sole responsibility.

## **J. Bill Payment Process**

The Bill Payment Service will process Payments in accordance with the Payment instructions you provide. The Bill Payment Service will only process Payments on Business Days. The Bill Payment Service will debit your Funding Account or issue a draft against the Funding Account, and deliver those funds to the designated Payee on your behalf such that the funds arrive as close to the scheduled Due Date / Deliver By Date as is reasonably practicable. If you wish to have a Payment issued on an expedited basis to be mailed to your payee on the next Business Day, it will be issued as a draft against your Funding Account and will be subject to a transaction limit of \$ 5,000. You will be charged an Overnight Carrier Delivery Charge of \$ 25 for making a payment on an expedited basis

Numerous business and technical requirements determine if a Payee can accept Payments electronically, but in all cases, Payments can be remitted by check. The Service Provider shall have sole discretion to determine the appropriate remittance method. In order to process Payments efficiently and effectively, or otherwise comply with a Payee's remittance requirements, the Bill Payment Service reserves the right to change or update Payee data, or

alter the method of Payment remittance. Neither the Service Provider nor we shall be responsible for late Payments, nor to reimburse you for late fees, due to: (i) U.S. postal or overnight carrier delivery issues; (ii) electronic remittance network issues; (iii) your Payee's payment processing procedures; (iv) instances where the financial risk associated with the Payment requires check remittance instead of electronic remittance or additional Business Days to ensure sufficient funds in the Funding Account are available; or (v) other circumstances beyond Service Provider's or our control.

#### **K. Authorization**

When you schedule a Payment, you expressly authorize the Service Provider and/or us to withdraw from your Funding Account the Payment Amount and to remit those funds to the designated Payee on your behalf, and additionally to debit your Funding Account for any applicable Bill Payment Service related fees. You further authorize us to credit your Funding Account for any Payment returned from or undeliverable to the Payee. In addition, you certify that the Funding Account is an Account from which you are authorized to make payments and incur debits.

You agree to have sufficient Available Funds on deposit in the designated Funding Account to process each Payment as requested by you, as well as any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse a Payment if you fail to comply with this requirement or any other terms of this section. If you do not have sufficient Available Funds in the Funding Account and we have not exercised our right to reverse or reject a Payment, you agree to pay for such Payment obligations on demand. You further agree that we may, at our option, charge any of your Accounts to cover such Payment obligations. If you fail to pay such Payment obligations, you agree to pay our costs of collection, including reasonable attorney's fees, except as limited by Applicable Law. If Payments process against any uncollected deposit, uncollected balance or otherwise insufficient Available Funds in the designated Funding Account, YOUR ACCOUNT WILL BE ASSESSED AND CHARGED THE APPROPRIATE OVERDRAFT, UNCOLLECTED OR RETURNED ITEM INSUFFICIENT CHARGE. See our current Fee Schedule for the current amounts of these charges.

In addition, if you do not have sufficient Available Funds in the Funding Account and the Service Provider nevertheless pays a Payment as requested by you, in addition to any other payment obligations you have to us, you agree to pay such Payment obligations to the Service Provider on demand, except as limited by Applicable Law.

The Service Provider and/or we reserve the right to suspend or discontinue the Bill Payment Service at any time while an overdraft exists in your Funding Account or if fraud or other misuse of the Bill Payment Service is suspected.

You authorize the Service Provider and us to contact your Payees to request appropriate adjustments consistent with your Payment instructions and/or as pertaining to the SERVICE

GUARANTEE and YOUR RESPONSIBILITIES sections above, and/or to stop payment on any payment issued against your Funding Account in connection with the Bill Payment Service in the unlikely event that the Bill Payment Service remits funds incorrectly to any of your Payees, and/or to withdraw funds from your Funding Account in such event if you otherwise receive the benefit of the amount of such incorrectly remitted funds.

#### **L. Returned Payments**

In using the Bill Payment Service, you understand that Payments may be returned by or to the Service Provider for various reasons including: the account or account number at the Payee is not valid, the Payee address is not valid, the Payee returns or rejects the remittance item, the account at the Payee has been paid in full or has been turned over to another company or individual. The Bill Payment Service shall use commercially reasonable efforts to research and correct the returned payment or void the payment and credit your Payment Account. You may receive notification of such occurrences from the Bill Payment Service.

#### **M. Termination by You**

You may terminate the Bill Payment Service by written notice to us. Neither we nor the Service Provider is responsible for terminating any scheduled One-Time Payment nor Recurring Payment processed prior to a reasonable opportunity to act on your termination notice. Once your Bill Payment Service is terminated, all of your scheduled One-Time Payments and Recurring Payments shall be terminated as well. You remain obligated for all Payments made by the Bill Payment Service on your behalf under this section.

#### **N. Fees**

You agree to pay applicable fees related to the Bill Payment Service in accordance with any fee disclosed at the time of the related transaction or, if not specifically disclosed, in accordance with our Fee Schedule. In addition, we will assess charges in accordance with the Fee Schedule if you request one or more of the services listed here. There will be no charge for any item if needed to correct a Bill Payment Service error. Services for which such additional charges may be imposed include:

- Check Copy Mailed or Faxed to Customer or Bank (Film Research)
- Check Copy Mailed to Merchant (Film Research)
- Stop Payment
- Overnight Carrier Delivery Charge (Expedited Payment) per item (See Fee Disclosed within Bill Payment Service)

- Research Fee for items over eight (8) months old (Film Research)

We and/or the Service Provider reserve the right to charge you for research time involving Payments no longer available in your Payment history screen. You will be informed of any such charges before they are incurred.

#### **O. Account Security**

You are solely responsible for controlling the safekeeping of and access to your Login ID, password or other means to access the Account and the Bill Payment Service, as well as Online Banking. You agree not to give out or make available your Login ID, password, access code, authenticating image or other access tools as applicable and as necessary to access your Account to any unauthorized individuals. You are responsible for all Payment transactions authorized by you or by anyone to whom you provide access to your Bill Payment Service and Account. You are liable for all Payment transactions you make or that you authorize another person to make even if that person exceeds his or her authority.

#### **P. Electronic Mail (Email)**

Sending email is a permitted way to communicate with us and/or the Service Provider regarding the Bill Payment Service. However, your email is actually sent via your own software and, as a result, is not secure. Because of this, you should not include confidential information, such as Account numbers and balances, in any email communication. You cannot use email to initiate Bill Payment Service transactions. All such transactions must be initiated using the appropriate functions within the Bill Payment Service. Neither the Service Provider nor we shall be liable for any errors, omissions, claims, or problems of any kind involving your email. You should not rely on email if you need to communicate with us and/or Service Provider immediately (for example, if you need to report an unauthorized transaction from one of your Accounts). We and/or the Service Provider will take action in response to an email request sent by you upon actual receipt of your message and once we and/or the Service Provider have had a reasonable opportunity to act.

#### **Q. Disclosure of Information**

It is our policy to treat your Bill Pay Service information as confidential. However, the Service Provider and/or we may disclose certain information about you, your Accounts and/or Payments to third parties where permitted by Applicable Law and in situations such as: when necessary to complete a Payment transaction per your instructions; when necessary to activate additional services per your request; in order to determine credit worthiness; in order to comply with government agency or court orders, financial services regulations or law; or if you give us or the Service Provider written permission.

Information submitted to the Service Provider or its suppliers is the property of those parties, and they are free to use and disclose that information, or any ideas, concepts, know-how or techniques contained in that information to any third party for any purpose whatsoever, except as specifically agreed by us or prohibited by law.

#### **R. Account and Contact Information**

It is your sole responsibility to maintain accurate and complete contact information and Funding Account information in your user profile. This includes, but is not limited to, name, address, phone numbers and email addresses, and verifying account numbers. Changes can be made within the Bill Payment Service or by contacting Customer Service. Changes you make are typically effective immediately. Neither the Service Provider nor we shall be responsible for any payment processing errors or fees incurred if you do not provide accurate Funding Account or contact information.

#### **S. Person-to-Person Payments by Consumers Only**

Person-to-Person ("P2P") Payments is a service associated with the Bill Payment Service that is powered by PayPal. P2P Payments allows Consumer customers to send funds via the Bill Payment Service to a U.S.-based outside email or cell phone number through the PayPal network. Sending money via P2P Payments does not require you to have a PayPal account, but certain rules do apply regarding PayPal's role in processing P2P Payment transactions that use the PayPal network.

PayPal is a Payment Service Provider. PayPal helps you make payments to third parties. PayPal is an independent contractor for all purposes, except that PayPal acts as your agent with respect to the custody of your funds only. PayPal does not have control of, or liability for, the products or services that are paid for with our Bill Payment Service or Online Banking. We do not guarantee the identity of any recipient or ensure that a recipient will complete a transaction.

"PayPal.com", "PayPal", and all logos, related to the P2P Payments service, are either trademarks or registered trademarks of PayPal or its licensors. You may not copy, imitate or use them without PayPal's prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of PayPal. You may not copy, imitate, or use them without our prior written consent. All right, title and interest in and to the PayPal website, any content thereon, the services, the technology related to the PayPal services, and any and all technology and any content created or derived from any of the foregoing, is the exclusive property of PayPal and its licensors.

You authorize us, directly or through third parties, to make any inquiries considered necessary relative to the P2P Payment service to validate your identity. This may include asking you for

further information, requiring you to take steps to confirm ownership of your email address or financial instruments, ordering a credit report and verifying your information against third party databases or through other sources. We will, at our sole discretion, authorize the use of the P2P Payment service and may at our sole discretion disallow the use of the P2P Payment service by any customer of ours.

PayPal may, at its discretion, impose limits on the amount of money you can send through the P2P Payment service (in addition to any limits set by us).

When a P2P Payment is made, the funds are immediately transferred from your Account and are credited to PayPal to provide funds to the recipient. You agree that such requests constitute your authorization to us and PayPal to make the transfers. Once you have provided your authorization for the transfer, you may not be able to cancel the electronic transfer. If you are able to cancel a pending payment, you understand that any credit back to your Account will not be immediate and may take up to ten (10) Business Days.

When you send money, the recipient is not required to accept it. You agree that you will not hold PayPal or us liable for any damages resulting from a recipient's decision not to accept a payment made through the P2P Payments service. We will return any unclaimed, refunded or denied payment to your Account within thirty (30) calendar days of the date you initiate payment. If a payment is unclaimed, denied or refunded for any reason, we will return the money to your Account. If a recipient does not have an account with PayPal, and does not set one up before thirty (30) calendar days has elapsed, you can request that the funds are returned to you before thirty (30) calendar days has elapsed by using the return function in the P2P Payments service screen.

We currently charge a non-refundable fee for P2P Payments of \$1.00. However, you will be responsible for any excess transaction fees that may apply to your Account.

The transfer limitations noted below may be changed at any time by us without notice to you or otherwise in accordance with this Agreement.

1. Minimum Transfer amount is \$1.00.
2. Daily Transfer limit is \$300.00.

## **MOBILE BANKING SERVICE**

### **A. Enrolling in the Mobile Banking Service**

If you are already using Online Banking you can enroll in our Mobile Banking Service to access financial services and products and the functions now, or in the future, made available by us, using a Mobile Device. We offer three means by which you may use your Mobile Device under our Mobile Banking Service. Here is how to enroll in each:

- **Mobile App:** To enroll, you must download our Mobile Banking Application (the “App”) from the App Store (for Apple devices) or Google Play (for Android devices) to your Mobile Device. If you use Online Banking you may use the same user ID and password that you use for Online Banking to log in to the App.
- **Mobile Web:** To enroll, you must log into Online Banking and enable your Mobile Device (under the Mobile Enrollment Tab, within Mobile Banking Settings). You may have the mobile URL (m.rocklandtrust.com) sent to your Mobile Device by providing your email address in the space provided and hitting “Send”. You may also establish a 4-digit Mobile Authorization Code for certain transaction types through the Mobile Web.
- **Text Banking:** To enroll, you must log into Online Banking and enable your Mobile Device for Text Message Banking (under the Text Banking Tab, within Mobile Banking Settings).

Not all Accounts are available through the Mobile Banking Service, and not all features of the Mobile Banking Service are available on all Mobile Devices or for Consumers as well as Non-Consumers. To use the Mobile Banking Service, you must have a Mobile Device, which may be a mobile phone, tablet or other equipment with the mobile carrier, operating system, data plan, software and hardware supported by us now or in the future.

## **B. Mobile Banking Service Formats**

As further described below, the Mobile Banking Service permits you to use a Mobile Device to perform certain transactions associated with your eligible Accounts with us (hereinafter, each a “Mobile Banking Account”). If you use the Mobile Banking Service in the form of SMS messages or Text Banking, you are solely responsible for the content of and the mis-delivery of any SMS text messages. You agree to provide accurate source indication (i.e. the Mobile Device’s mobile phone number for SMS messages) of any SMS messages sent by you. **YOU ACKNOWLEDGE THAT THESE MESSAGES MAY INCLUDE INFORMATION THAT IS CONSIDERED CONFIDENTIAL UNDER FEDERAL AND STATE LAW, AND SOMEONE WHO HAS ACCESS TO YOUR SMS HISTORY OR EMAIL ACCOUNT MAY BE ABLE TO VIEW THE CONTENT.**

**Mobile App.** The Mobile App permits you to conduct certain transactions through an App that you download to your Mobile Device.

**Mobile Web.** The “mobile web” component of this feature of the Mobile Banking Service may be used to access your Mobile Banking Accounts via our Mobile Banking Service website from any web-enabled Mobile Device.

**Text Banking.** This feature of the Mobile Banking Service may be used to request information about your Mobile Banking Accounts. With this feature, you may send us a text/SMS message to request the information you need, and you will receive a text/SMS message reply with the balance and transaction information you have requested. With Text Banking, you text certain

commands or codes to us to obtain the information you are requesting – e.g., text “BAL” to get balances on all of your Mobile Banking Accounts in reply. (Other commands or codes that may be used with this feature may be found at [www.RocklandTrust.com](http://www.RocklandTrust.com)). With this feature, no personal information is exchanged (such as your full account number, PIN or email address). You must be an Online Banking user to utilize Text Banking. We may send you by SMS only those communications directly relating to the Mobile Banking Service, including without limitation welcome messages, information, alerts, surveys and other requests for information, to the extent permitted by and in accordance with Applicable Law and to the extent consistent with our Privacy Policy. We will not send you advertisements or promotions by SMS.

We or our affiliates may send you by email and/or by other methods communications relating to the Mobile Banking Service including, without limitation, advertisements and/or promotions to the extent permitted by and in accordance with Applicable Law and to the extent consistent with our Privacy Policy.

### **C. Mobile Banking Service Transactions**

Subject to additional requirements discussed elsewhere in this Agreement, you may use the Mobile Banking Service to initiate the following types of transactions to or from your Mobile Banking Accounts through your Mobile Device (each, a “Mobile Banking Transaction”):

(a) View Limited Transaction History: To view balances and recent transactions for your Mobile Banking Accounts. This Mobile Banking Transaction is available through the Mobile App, Mobile Web and Text Banking formats for both Consumer and Non-Consumer customers.

(b) Make One-Time Same-Day or Future-Dated Internal Transfers Between Your Mobile Banking Accounts: To make immediate or future-dated, one-time Internal Transfers of funds between your Mobile Banking Accounts, as further described in and in accordance with the INTERNAL TRANSFERS section of this Agreement. For security reasons, we may limit the frequency and dollar amount of Internal Transfers made via the Mobile Banking Service, as further described in the INTERNAL TRANSFERS section of this Agreement. Other than future-dated internal transfers (which is not available through our Text Banking format), this Mobile Banking Transaction is available through the Mobile App, Mobile Web and Text Banking formats for both Consumer and Non-Consumer customers.

(c) Make One-Time Same-Day or Future-Dated External Transfers Involving Your Mobile Banking Accounts: To make immediate or future-dated, one-time External Transfers of funds involving your Mobile Banking Accounts, as further described in and in accordance with the EXTERNAL TRANSFERS section of this Agreement. For security reasons, we may limit the frequency and dollar amount of External Transfers made via the Mobile Banking Service, as further described in the EXTERNAL TRANSFERS section of this Agreement. This Mobile Banking Transaction is available through the Mobile App and Mobile Web formats for Consumer customers only.

(d) Cancel One-Time Future-Dated Internal Transfers or External Transfers: To cancel future-dated, one-time Internal Transfers or External Transfers involving your Mobile Banking Accounts, as further described in and in accordance with the INTERNAL TRANSFERS section and the EXTERNAL TRANSFERS section of this Agreement, respectively.

(e) Initiate Bill Payment Transactions: If you are enrolled in our Bill Payment Service, you may use the Mobile Banking Service to pay a bill from the Account that you have designated as your Funding Account under the terms of our Bill Payment Service as further described in and in accordance with the BILL PAYMENT SERVICE section of this Agreement. Each Payment that you initiate through your Mobile Device will be considered a "Mobile Bill Payment Transaction." You may also use the Mobile Banking Service to view and delete pending Mobile Bill Payment Transactions. You must maintain your Funding Account in good standing with us in order to perform Mobile Bill Payment Transactions. If your Funding Account is closed for any reason, we will suspend or terminate your right to engage in Mobile Bill Payment Transactions. For security reasons, we may limit the frequency and dollar amount of Mobile Bill Payment Transactions from your Funding Account. You may not initiate a Mobile Bill Payment Transaction to any new Payees that are not currently on your Payee list as established pursuant to our BILL PAYMENT SERVICE terms and conditions. You may not establish (or delete or edit ) a series of recurring Payments through the Mobile Banking Service (although you may delete a single payment from among a series of recurring payments). This Mobile Banking Transaction is available through the Mobile App and Mobile Web formats for both Consumer and Non-Consumer customers.

(f) Receive and/or View Account and Security Alerts: Receive certain Account and security alerts via SMS text message, and/or view such alerts via Mobile Banking, as further described in the ALERTS section of this Agreement

(g) Send Secure Messages to Us: Send secure messages to us regarding Online Banking or the Mobile Banking Service. This Mobile Banking Transaction is available through the Mobile App format for both Consumer and Non-Consumer customers.

(h) Make Deposits: You may make deposits of certain items through our Mobile Deposit Service. This Mobile Banking Transaction is available through the Mobile App for both Consumer and Non-Consumer customers.

(i) Single Payments or Domestic Wires: You may initiate single payment transactions or domestic wires. This Mobile Banking Transaction is available through the Mobile App and Mobile Web format for Non-Consumer customers only.

(j) Other Features: To find our ATMs and branch locations, change your password, and to "Get Help" for other questions and inquiries associated with Online Banking or the Mobile Banking Service. This Mobile Banking Transaction is available through the Mobile App format for both Consumer and Non-Consumer customers.

#### **D. Limitations on Mobile Banking Transactions**

(a) Regulatory Limits: Because regulations require us to limit certain types of transfers from your savings and money market Accounts, the limitations set forth in the LIMITS ON AMOUNTS AND FREQUENCY OF ONLINE BANKING AND MOBILE BANKING TRANSACTIONS section of this Agreement apply to the Mobile Banking Service.

(i) Dollar and Frequency Limitations on Transfers and Transactions. In addition to regulatory limits, we reserve the right to limit the frequency and dollar amount of Internal Transfers, External Transfers and/or Mobile Bill Payment Transactions initiated via your Mobile Device for security reasons. Those limits are the same as and will be combined with those that apply to transactions initiated via Online Banking, as further described in and in accordance with the INTERNAL TRANSFERS section, EXTERNAL TRANSFERS section and BILL PAYMENT SERVICE section of this Agreement, respectively.

(b) You may make multiple transfers per day, subject to the limits set forth above and in the INTERNAL TRANSFERS section, EXTERNAL TRANSFERS section and BILL PAYMENT SERVICE section of this Agreement, respectively.

(c) Mobile Device Limitations. The Mobile Banking Service and some Mobile Banking Transactions may not be available on all types of Mobile Devices. You also understand and agree that the Mobile Banking Service may not be accessible or may have limited utility over some mobile networks, such as while roaming.

#### **E. Standard Messaging Service Charges**

Any fees and charges that may apply to the Mobile Banking Service will be set forth in our Fee Schedule and are separate and apart from any other charges that may be assessed by the provider of your mobile communication services ("Carrier") for text messages sent to or from us. You understand that the standard data and text messaging rates charged by the Carrier providing service for your Mobile Device apply when you use your Mobile Device to enroll in and use the Mobile Banking Service.

#### **F. Documentation**

Mobile Banking Transactions will appear on your monthly Account statement; however, if there are no transactions or activity in a particular month, a statement may not be issued. At a minimum, you will receive a statement quarterly.

#### **G. Your Responsibilities**

You represent and agree to the following by enrolling in or using the Mobile Banking Service:

(a) Account Ownership/Accurate Information. You represent that you are the legal owner of the Accounts and other financial information which may be accessed via the Mobile Banking Service. You represent and agree that all information you provide to us in connection with the Mobile Banking Service is accurate, current and complete, and that you have the right to provide such

information to us for the purpose of using the Mobile Banking Service. You agree not to misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate.

(b) User Security. You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using the Mobile Banking Service. You agree not to leave your Mobile Device unattended while logged into the Mobile Banking Service and to log off immediately at the completion of each access by you. You agree not to provide your Login ID, password or other access information to any unauthorized person. If you permit other persons to use your Mobile Device, login information, or other means to access the Mobile Banking Service, you are responsible for any transactions they authorize. We will not be liable for any damages resulting from your failure to follow the above precautions. You agree not to use any personally identifiable information when creating shortcuts to your Account. We make no representation that any content or use of the Mobile Banking Service is available for use in locations outside of the United States. Accessing the Mobile Banking Service from locations outside of the United States is at your own risk.

(c) User Conduct. You agree not to use the Mobile Banking Service or the content or information delivered through the Mobile Banking Service in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in any software associated with the Mobile Banking Service; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Mobile Banking Service to impersonate another person or entity; (c) 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); (d) be false, misleading or inaccurate; (e) 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; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to the Mobile Banking Service; (i) interfere with or disrupt the use of the Mobile Banking Service by any other user; or (j) use the Mobile Banking Service in such a manner as to gain unauthorized entry or access to the computer systems of others.

(d) Summary of Terms. By entering your phone number, you acknowledge that you agree to the terms of service and are subscribed until you send STOP to Rockland Trust Text Banking, provided by Q2ebanking. Q2ebanking Text Banking works with: Alltel, AT&T, Boost Mobile, Cincinnati Bell, Sprint PCS, T-Mobile, U.S. Cellular, Virgin Mobile USA, and Verizon Wireless but is not compatible with all handsets. Receive banking account alerts. Receive 1 message per query. Msg & Data rates may apply. You confirm that you hold the Account corresponding to the mobile phone number you have entered, or that you have the account holder's permission to use this service. For help, send HELP to 226563. To cancel, text STOP to 226563 at any time.

#### **ACCOUNT AND SECURITY ALERTS**

The Service provides optional, voluntary Account and mandatory security alerts associated with certain modules of Online Banking and the Mobile Banking Service. Account alerts allow you to choose alert messages that are Account-based or date-based. We may add new alerts from time to time, or cancel old alerts. Each alert has different options available, and you may select from among these options upon activation of your alerts service. Alerts are subject to the following:

(j) Electronic alerts will be sent to the phone number(s), email address(es) or Mobile Device(s) identified by you via Online Banking or on enrollment and/or set-up form(s). If your phone number(s), email address(es) or Mobile Device(s) changes, you are responsible for updating that information via Online Banking, and such change(s) will apply to all of your alerts.

(ii) You understand and agree that your alerts may be delayed or prevented by a variety of factors. We will use commercially reasonable efforts to provide alerts in a timely manner with accurate information. We neither guarantee the delivery nor the accuracy of the contents of any alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance of an alert. You agree that we are not responsible for any costs or fees incurred as a result of alerts directed by you.

Alerts are not encrypted. We will never include your Login ID or password or full Account number(s). However, alerts may include your name and some information about your Accounts, depending upon your selection of specified alerts.

### **MOBILE DEPOSIT SERVICE**

Mobile Deposit Service. The Mobile Deposit Service is designed to allow you to make deposits to any checking or savings account to which you have deposit rights (each such account hereinafter referred to as a "Mobile Deposit Authorized Account") from home or other remote locations by delivering the images and associated deposit information to the Bank or the Bank's designated processor. Each such deposit is referred to in this Agreement as a "Mobile Deposit Transaction." By using the Mobile Deposit Service, you authorize the Bank to convert checks to images or create substitute checks for the purpose of clearing the check. By using the Mobile Deposit Service, you authorize the Bank, or any affiliated companies, to request and obtain from time to time, credit reports or other information from any consumer reporting agencies. The Bank reserves the right to decline your request to use the Mobile Deposit Service for any reason. The Bank also reserves the right to change the Mobile Deposit Service at any time and in any manner in its sole discretion. Your continued use of the Mobile Deposit Service will indicate your acceptance of any such changes to the Mobile Deposit Service.

Acceptance of these Terms. Your use of the Mobile Deposit Service constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website(s) by providing a link to the revised Agreement. We will provide you with advance notice of any changes to the terms of this

Agreement when required to do so by Applicable Law. Your continued use of the Mobile Deposit Service after we provide you notice of changes will indicate your acceptance of the revised Agreement.

Limitation of Mobile Deposit Service. There is a daily Mobile Deposit Transaction limit of \$ 2,500. When using the Mobile Deposit Service, you may experience technical or other difficulties. We are not responsible for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Mobile Deposit Service, in whole or in part, or your use of the Mobile Deposit Service, in whole or in part, immediately and at any time without prior notice to you.

Non-Consumer Customers and User Access. To set-up your Authorized User(s) to access to the Mobile Deposit Service, your Administrator must (1) designate your Authorized User(s) to have deposit rights to assigned Mobile Deposit Authorized Account(s) through the Mobile Deposit Service, and (2) assign to your Authorized User(s) "view rights" to see balances and recent transactions associated with at least one of your Mobile Banking Accounts. You expressly acknowledge and agree that once your Authorized User(s) initiates one Mobile Deposit Transaction into an assigned Mobile Deposit Authorized Account, your Authorized User(s) will receive all future confirmation emails from the Bank for all deposits made through the Mobile Deposit Service to all of your Mobile Banking Accounts. You further acknowledge and agree that such email confirmations will include the amount of the Mobile Deposit Transaction and the last four (4) digits of the associated Mobile Banking Accounts.

Eligible Checks. You agree to deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to the Bank shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Massachusetts. You agree that you will not use the Mobile Deposit Service to deposit any checks as shown below:

- Checks payable to any person or entity other than you.
- Checks payable to you and another party who is not a joint owner on the Mobile Deposit Authorized Account or, if you are using the Mobile Deposit Service to make a deposit to a business deposit account with us, checks that are payable in the name of your business and another party.
- Checks that were drawn by you or any other person or authorized signer on your deposit accounts with us.
- Checks containing alteration to any of the fields on the check or item, or which you know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.

- Checks previously converted to a substitute check, as defined in Reg CC.
- Checks that are remotely created checks, as defined in Reg CC.
- Checks drawn on a financial institution located outside the United States or that is not payable in United States Currency
- Checks dated more than 6 months prior to the date of deposit.
- Checks prohibited by the Bank's current procedures relating to the Mobile Deposit Service or which are otherwise not acceptable under the terms of your Account Agreement.
- Checks where the numerical and written amount are different.
- Checks that have been previously returned unpaid by the financial institution on which they are drawn. You will not deposit or re-present the original check.
- Checks that are payable to cash.

Image Quality. The image of a check transmitted to the Bank using the Mobile Deposit Service must consist of legible images of the front and back of the check. The image that is transmitted must be of such quality that the following information can easily be read by sight review of the image:

- The amount of the check;
- The payee;
- The drawer's signature;
- The date of the check,
- The check number;
- Information identifying the drawer and the paying bank that is preprinted on the check in the MICR line, including the routing transit number, account number, check amount when encoded, serial number and process control field;
- Other information placed on the check prior to the time that the image is captured (such as any required identification or any endorsements applied to the back of the check).

The image quality of the check must comply with the requirements established from time to time by the American National Standards Institute (ANSI), the Board of Governors of the Federal

Reserve Board, or any other regulatory agency, clearing house or association. The Bank is not required to process any check image that is prohibited from being presented, that does not contain the information required, that is not legible or that is prohibited under this Agreement, your Account Agreement or Applicable Law.

You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image quality. You are also solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible check images to us or if the Mobile Deposit Service is used by authorized or unauthorized persons to submit fraudulent, unauthorized, inaccurate or incorrect or otherwise improper or unusable check images to us.

Endorsements and Procedures. You agree to restrictively endorse any check transmitted through the Mobile Deposit Service as "For deposit only, Rockland Trust Company account # \_\_\_\_\_" or as otherwise instructed by the Bank. You agree to follow any and all other procedures and instructions for use of the Mobile Deposit Service as the Bank may establish from time to time.

Receipt of Check Images. We reserve the right to reject any check image transmitted through the Mobile Deposit Service, at our discretion, without liability to you. We are not responsible for check images we do not receive or for images that are dropped or become corrupted or illegible during transmission. An image of a check shall be deemed approved when you receive a confirmation email from the Bank that we have received and approved the check image. Receipt of such confirmation does not mean that the transmission was error-free, or that your Mobile Deposit Authorized Account will not be charged back for the amount of the deposit and any applicable returned deposited item or other fee under the Account Agreement if the check image presented is dishonored or returned unpaid for any reason by the financial institution on which it is drawn.

Availability of Funds. Funds deposited using the Mobile Deposit Service and approved before 7 PM Eastern Time will have next-day availability in accordance with the Funds Availability Policy in the Account Agreements. The Bank may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as the Bank, in its sole discretion, deems relevant.

Disposal of Approved Checks. Upon proper clearing of funds and confirmation of your deposit from Rockland Trust, you agree to prominently mark the check as "Electronically Presented" or "VOID" and to properly dispose of the check by commercially reasonable means (such as shredding the check) to ensure that it is not presented again for payment. You agree any check that has been processed through the Mobile Deposit Service will not be presented by you again. You will promptly provide any retained check, or a sufficient copy of the front and back of the check, to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or check image, or for the Bank's audit purposes.

Limits. There is currently no limit on the number of Mobile Deposit Transactions you may initiate. However, we reserve the right to impose limits on the amount(s) and/or number of Mobile Deposit Transactions that you make using the Mobile Deposit Service and to modify such limits from time to time. The Bank does not accept Mobile Deposit Transactions above the limits that we establish for your Mobile Deposit Authorized Account. If we do permit you to make a Mobile Deposit Transaction in excess of these limits such Mobile Deposit Transaction will remain subject to the terms of this Agreement. If we permit a Mobile Deposit Transaction in excess of these limits it does not obligate us to do so in the future.

Hardware and Software. In order to use the Mobile Deposit Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Bank from time to time on the Mobile Deposit Service website. You are required to download and install the Mobile Deposit Service application to your device from your wireless service provider. Go to [www.RocklandTrust.com](http://www.RocklandTrust.com) for current hardware and software specifications. The Bank is not responsible for any third party software you may need to use the Mobile Deposit Service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation. You understand and agree that you are solely responsible for any Internet, cellular, data download and other charges that your Internet service provider or wireless service provider may impose for your access to the Internet or download of an application to use the Mobile Deposit Service.

Presentment and Collection. The manner in which the checks are cleared, presented for payment, collected and credited to your Mobile Deposit Authorized Account shall be in the Bank's sole discretion, subject to the terms of your Account Agreements.

Ownership & License. You agree that the Bank retains all ownership and proprietary rights in the Mobile Deposit Service, associated content, technology, and website(s). Your use of the Mobile Deposit Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Mobile Deposit Service. Without limiting the restriction of the foregoing, you may not use the Mobile Deposit Service:

- In any anti-competitive manner;
- For any purpose which would be contrary to the Bank's business interest; or
- To the Bank's actual or potential economic disadvantage in any aspect.

You must use the Mobile Deposit Service in accordance with this Agreement and your Account Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Mobile Deposit Service.

DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE MOBILE DEPOSIT SERVICE 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. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE MOBILE DEPOSIT SERVICE, 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 THAT THE MOBILE DEPOSIT SERVICE (a) WILL MEET YOUR REQUIREMENTS, (b) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (c) THE RESULTS THAT MAY BE OBTAINED FROM THE MOBILE DEPOSIT SERVICE WILL BE ACCURATE OR RELIABLE, OR THAT (d) ANY ERRORS IN THE MOBILE DEPOSIT SERVICE OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY. 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 RESULTING FROM THE USE OR THE INABILITY TO USE THE MOBILE DEPOSIT SERVICE 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 THIS MOBILE DEPOSIT SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THE BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

Representations, Warranties and Covenants. You represent, warrant and / or covenant to the Bank that:

- You are the owner or authorized depositor of the Mobile Deposit Authorized Account(s) that you use with the Mobile Deposit Service;
- You will not transmit any checks that are deemed ineligible under the terms of this Agreement;
- The check images you transmit using the Mobile Deposit Service will meet the image quality standards outlined in this Agreement and/or on the Mobile Deposit Service website;
- You will not transmit duplicate checks;
- You will not deposit or re-present the original check;
- All information you provide to the Bank in connection with the Mobile Deposit Service is accurate, true and complete; and
- You will comply with this Agreement and Applicable Law.
- You have possession of the check that you will deposit as a Mobile Deposit Transaction and no other party will submit that check for payment.

- You are authorized to enforce and obtain payment on the check(s) that you deposit through the Mobile Deposit Service.
- The check(s) that you deposit through the Mobile Deposit Service were authorized by the drawer in the amount stated on the check and to the payee(s) indicated on the check.
- The check images that you submit contain no viruses or other disabling features that may have an adverse impact on our network, data or related system.
- With respect to each check image that you submit, you make to us all representations and warranties that we are deemed to make to any third party pursuant to Applicable Law or clearinghouse rule.

Indemnification. You will indemnify, hold harmless and/or reimburse the Bank for any and all losses, costs, suits, damages, claims, liabilities and expenses, including reasonable attorneys' fees and expenses (collectively, the "Losses") the Bank may incur:

- Associated with any breach of any representation, warranty, covenant, agreement or obligation under this Agreement;
- On the account of any check not meeting substitute check standards under Applicable Law;
- Due to your duplicate presentment of any eligible check;
- The Bank's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed to be you or an authorized signer on your Mobile Deposit Authorized Account;
- Due to your failure to report required changes regarding your Mobile Deposit Authorized Account or your transmission of incorrect data to the Bank, and/or
- Your breach of Applicable Law.

Your indemnification obligations under this section will survive your cancellation of the Mobile Deposit Service or termination of this Agreement.

Security. You will complete all Mobile Deposit Transactions promptly. If you are unable to do so, you will ensure that the Device that you use to initiate the Mobile Deposit Transaction remains in your possession until the Mobile Deposit Transaction has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized Mobile Deposit Transactions. You will notify us immediately by telephone with written confirmation if you learn of the loss or theft of any checks that you have deposited through the Mobile Deposit Service. You will ensure the safety and integrity of the checks that you deposit through the

Mobile Deposit Service from the time that you receive them until they are disposed in accordance with the terms of this Agreement.

### **STOP PAYMENT**

You may use Online Banking to initiate an electronic stop payment request for any check written on your Accounts, including those issued via the Bill Payment Service. You agree that any stop payment request shall be null and void after six (6) months from the date of the order, or such earlier time as communicated by us to you. You agree to provide all required information relating to stop payment requests. If you fail to provide us with complete information or if the information you provide is incorrect, you agree that we shall not be responsible for any failure to stop payment on such item. You understand that if the stop payment request comes too late for us to have a reasonable time to act on it prior to paying, settling for, posting or becoming accountable for the check described in the request, then your stop payment request shall be of no effect. You agree not to make a claim against us if the check is paid through inadvertence, accident, oversight or if we are required to pay such check by a holder in due course or if by reason of such payment, other items drawn on your Account(s) are returned insufficient. You agree to indemnify and hold us harmless from and against any and all losses, damages and expenses, including court costs and attorney's fees, incurred by us due to our refusal of payment of any check or other item in accordance with your instructions.

### **PROCESSING CUT-OFF TIMES**

Except as otherwise provided in this Agreement, any Internal Transfers submitted by you after 9:00 p.m. (Eastern Time) are considered part of the next Business Day. External Transfers sent by you after 4:30 p.m. (Eastern Time) are considered part of the next Business Day. Bill Payment requests submitted after 4:00 p.m. (Eastern Time) are considered part of the next Business Day. We reserve the right to change these cut-off times. You will receive notice if they change in accordance with Applicable Law.

### **YOUR LOGIN ID, PASSWORD AND OTHER SECURITY PROCEDURES**

You will be required to use a Login ID assigned to or selected by you, as well as a password selected by you, each time you log-in to use Online Banking. You agree that we may rely on your Login ID, password and other security procedures, as further described in this Agreement and in our "Online Banking Security Procedures Disclosure" as provided to you upon enrollment in Online Banking and as we may modify in our sole and exclusive discretion from time to time, to identify and authenticate you when you use the Service (hereinafter, collectively the "Security Procedures"). You agree to protect the Security Procedures to prevent unauthorized use.

You understand that the Security Procedures include "enhanced log-in security" to access Online Banking and perform certain transactions as described in this Agreement. Enhanced log-in security incorporates a multi-part credential for each user of Online Banking that is in addition to Login IDs and password security. It incorporates an additional factor(s) of identity

authentication that may include, but is not limited to, additional log-in security features such as security cookies, flash objects, and one-time passcodes. The enhanced log-in security will require each user of Online Banking to establish and utilize, in addition to individual Login IDs and passwords, his/her own individual authentication by selecting a preferred out-of-band delivery channel for one-time pass-codes.

Additional required and/or optional Security Procedures may apply to you and/or to different Online Banking features. Any such additional required and/or optional Security Procedures will be described in this Agreement and/or our Online Banking Security Procedures Disclosure.

We will execute authenticated transfers or transactions that are in conformity with all Security Procedures and other requirements set forth in this Agreement. We may require additional authentication of any transfer or transaction request. We reserve the right to reject a transfer or transaction request that cannot be properly authenticated.

Except as is more fully discussed in this Agreement, you understand and agree that you are responsible for all transfers and payments made through the Service using the Security Procedures. You also acknowledge and agree that if you permit another party(ies) to use the Security Procedures to access the Service, or otherwise authorize them to use the Service, you are responsible for any and all Online Transactions that party(ies) makes from your Account, even if it exceeds your authorization. Subject to the terms of this Agreement, we may follow and comply with any transfer instructions entered into the Service using the Security Procedures.

You acknowledge and understand the importance of your role in preventing misuse of your Accounts through Online Banking. You agree that it is your sole responsibility to protect the confidentiality of your Account and Account number, the Security Procedures, and your personal identification information, such as your driver's license number and social security or tax identification number. You should not use a public computer to access Online Banking. You agree that if you access the Service from a computer other than your own (such as a public computer terminal at a library or Internet café), you will not leave the computer unattended while using the Service. You also agree that, in such situations, you will always end your session using the Service by clicking on the LOG OFF button. We will not be liable to you for any losses that may result from your failure to follow these security provisions.

You understand that personal identification information, by itself or together with information related to your Account, may allow unauthorized entry and access to your Account. Data transferred via Online Banking is encrypted in an effort to provide transmission security, and Online Banking utilizes identification technology to verify that the sender and receiver of Online Banking transmissions can be appropriately identified by each other.

We will never email you to request your Login ID and password or your personal Account information over the Internet. If you suspect that an unsolicited email of this nature is fraudulent, please contact us.

## **FEES AND CHARGES**

You agree to pay the fees and charges for your use of the Service as set forth in the Fee Schedule as it may be amended from time to time with notice to you as required by Applicable Law. You agree that all such fees and charges will be deducted from the checking Account you designate as the "Primary Checking Account." If you close your Primary Checking Account, you must contact us immediately to designate another Account as your Primary Checking Account. You agree to pay any and all additional charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of Online Banking.

## **YOUR COMMUNICATIONS WITH ROCKLAND TRUST**

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

Email: You can contact us by email at [Customer.Service@RocklandTrust.com](mailto:Customer.Service@RocklandTrust.com). (Please note that banking transactions through Online Banking are not made via email.)

Telephone: You may contact us by telephone Monday – Friday 7:00 a.m. to 8:00 p.m., Saturday 8:00 a.m. to 5:00 p.m. or Sunday 11:00 a.m. to 3:00 p.m. at our toll free number 1.800.222.2299

Postal Mail: You can write us at: Rockland Trust, Attn: Customer Information Center, 8 Richards Road, Plymouth, MA 02360.

In Person: You may visit us in person at any one of our branch locations.

## **PART II**

### **TERMS AND CONDITIONS APPLICABLE TO CONSUMER CUSTOMERS ONLY**

This Part II applies to Consumers and Consumer transactions only.

### **CONSUMER ACCOUNT STATEMENTS**

We report your Online Transactions on the monthly periodic statements for your Account(s). You agree to review your periodic statement promptly after you receive it or it is made available to you through Online Banking in accordance with this Agreement and the terms of your Deposit Account Agreement. You also agree to tell us promptly about any change in your address, so that we may send your periodic statement(s) to your correct address. Certain Deposit Accounts, including but not limited to savings Accounts and money market deposit Accounts will receive a quarterly statement if there is no EFT activity.

We do not permit EFTs on passbook savings Accounts with us. When you bring your passbook to one of our branch locations, we will record any transactions made to your passbook savings Account since the last time you brought in your passbook.

A copy of any documentation provided to you that indicates that an EFT was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

#### **ADDITIONAL INFORMATION REQUIRED BY MASSACHUSETTS LAW**

Information regarding the minimum balance requirements and interest rates (if any) applicable to your Deposit Accounts that you may access through the Service are found in our current Fee Schedule. We reserve the right to terminate your use of the Service for any reason, at any time. We will provide you with notice of such termination only to the extent required by Applicable Law. You also have the right to terminate your use of the Service. You may do so by calling our Customer Information Center at 800.222.2299, or by writing to us at the address found in the YOUR COMMUNICATIONS WITH ROCKLAND TRUST section of this Agreement. **UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU (THE CONSUMER) MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS. THEREFORE YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.**

#### **IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR EFTs**

Telephone our Customer Information Center at 1.800.222.2299

or

Write us at Rockland Trust, Attn: Customer Information Center, 8 Richards Road, Plymouth, MA 02360

or

E-mail us at [Customer.Service@RocklandTrust.com](mailto:Customer.Service@RocklandTrust.com)

as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) calendar days after we sent the FIRST statement on which the problem or error appeared.

- 1) Tell us your name and Deposit Account number (if any),
- 2) Tell us the date and dollar amount of the transaction in question,
- 3) Tell us the transaction number assigned by the Service if available,
- 4) Describe the error or 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, and

5) for a Bill Payment Service issue – tell us the checking Account number used to pay the bill, Payee name, date the payment was scheduled, payment amount, reference number and Payee account number for the payment in question.

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 ten (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 forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (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 ten (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 ninety (90) calendar days to investigate your complaint or question. For new Accounts, we may take up to twenty (20) Business Days to credit your Account for the amount you think is in error.

We will tell you the results within three (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.

### **UNAUTHORIZED ONLINE TRANSACTIONS**

Tell us AT ONCE if you believe your Login ID or password has been stolen or compromised or if someone has transferred or may transfer money from your Account without your permission. The best way to minimize your loss is to call us IMMEDIATELY. You can lose no more than \$50 if you fail to give us notice if your Login ID or password is stolen or compromised and they are used without your permission.

To notify us, please contact us using the information provided above under YOUR COMMUNICATIONS WITH ROCKLAND TRUST.

When you give someone your Login ID or password, you are authorizing that person to use your Service, and you are responsible for all Online Transactions the person performs using your Service. All transactions that person performs, even transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then transactions that person performs after the time you notify us are considered unauthorized, so long as we have had a reasonable opportunity to act on your notice. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. For your protection, you should sign-off after every Online Banking session and close your browser to ensure confidentiality.

## **OUR LIABILITY IF WE FAIL TO MAKE CERTAIN EFTS**

If we do not complete an EFT to or from your Deposit Account on time or in the correct amount according to our agreement with you, we will be liable only for your actual Losses. However, there are some exceptions to our liability to you. We will not be liable, for instance:

- i. If, through no fault of ours, you do not have enough Available Funds in your Deposit Account (or available credit under your overdraft protection plan, as available) to cover the transaction or transfer.
- ii. If the Service was not working properly, and you knew about the malfunction when you started the Online Transaction or transfer.
- iii. If circumstances beyond our control (such as telecommunication outages or interruptions, postal strikes, delays caused by payees, fire or flood) prevent the transaction or transfer, despite reasonable precautions that we have taken.
- iv. If you do not give proper, complete or correct transfer instructions, or you do not follow the procedures in this or any other Account Agreement with us for requesting such services.
- v. If your Login ID and/or password has been reported lost or stolen, or we have cancelled your Login ID and/or password, or the Service.
- vi. If we have reason to believe that you or someone else is using the Service for fraudulent or illegal purposes.
- vii. If there are other exceptions stated in our Deposit Account Agreement with you.
- viii. If the funds in your Deposit Account are subject to legal process or other encumbrances restricting their transfer.

IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF YOU ADVISE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

## **CONFIDENTIALITY**

We will disclose information to third parties about your use of the Service or the EFTs that you make:

- (a) Where it is necessary for completing transfers;
- (b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or a merchant;
- (c) To a person authorized by law to have access to our records as part of his/her official duties;

- (d) To consumer reporting agencies (as defined by Applicable Law);
- (e) In order to comply with government agency or court orders, such as a lawful subpoena;
- (f) To our employees, auditors, attorneys and collection agencies in the course of their regular duties;
- (g) In accordance with our Privacy Policy; or
- (h) If you give us your written permission, such permission being effective for forty-five (45) calendar days.

### **YOUR RIGHT TO STOP PAYMENT AND THE PROCEDURE FOR DOING SO**

If you have told us in advance to make regular payment out of your deposit account, you can stop any of these payments. Here's how: Call our Customer Information Center at 800.222.2299 or write to us at Rockland Trust, ATTN: Deposit Services, 288 Union Street, Rockland, MA 02370 in time for us to receive your request three (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 fourteen (14) days after you call. Please refer to our Rates and Fees Schedule for the amount we will charge you for each stop payment order you give. If you order for us to stop one of these payments three (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.

### **NOTICE OF VARYING AMOUNTS**

If the regular payments that you have told us to make in advance from your deposit account may vary in amount, the person you are going to pay will tell you ten (10) calendar 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.)

### **PREAUTHORIZED DEPOSITS**

If you have arranged to have direct deposits made to your deposit account at least once every sixty (60) calendar days from the same person or company, you may call our Customer Information Center at 800.222.2299 to find out whether or not the deposit has been made.

### **ELECTRONIC FUND TRANSFERS (EFT)**

For Consumers, use of Online Banking, including the Bill Payment Service and Mobile Banking Service, is subject to the Electronic Fund Transfer Act. If you are a Consumer, in addition to the foregoing, please see the Electronic Fund Transfers Disclosure Statement included in your Deposit Account Agreement or otherwise received when you opened your Deposit Account(s), which also discloses important information concerning your rights and obligations for EFTs.

## **LIMITED LIABILITY**

Except as otherwise expressly provided in this Agreement or required under Applicable Law, unless we acted in bad faith, we are not liable to you for delays, errors, or Losses that occur with respect to your use of the Service because of our performance (or failure to perform) under this Agreement. In addition to that limitation, we are also not liable to you for mistakes or delays with respect to your use of the Service that are caused by circumstances beyond our control, such as acts of civil, military or banking authorities, national emergencies, insurrection, war, riots, acts of terrorism, failure of transportation, communication or power supply, or malfunction of or unavoidable difficulties with our equipment. IN NO EVENT WILL YOU OR ANY PERSON ACTING ON YOUR BEHALF BE ABLE TO RECOVER FROM US ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

## **INDEMNITY**

You agree to indemnify and hold us, our shareholders, directors, officers, employees, and agents (and our affiliates and subsidiaries and the shareholders, directors, officers, employees and agents of our affiliates and subsidiaries) harmless from and against any and all Losses claimed by or otherwise involving third parties and arising from or in connection with the Service provided under this Agreement, except for Losses due to our own gross negligence or willful misconduct. Additionally, you further agree to hold us, and our shareholders, directors, officers, employees, and agents (and our affiliates and subsidiaries and the shareholders, directors, officers, employees and agents of our affiliates and subsidiaries) harmless from Losses claimed by or otherwise involving third parties arising out of actions taken or omitted in good faith by us in reliance upon instructions from you, an authorized signer/convenience signer or fiduciary, or any person acting on your behalf. We are not responsible for any actions or omissions by any third party that is not a Third Party as described in Part IV of this Agreement or is not otherwise under our direct control.

## **DISPUTE RESOLUTION BY BINDING ARBITRATION: PLEASE READ CAREFULLY BECAUSE THIS AFFECTS YOUR RIGHTS**

1. Rockland Trust is committed to resolving disputes fairly. Most concerns can be quickly resolved by calling our Customer Information Center at 800.222.2299. In the unlikely event that a complaint is not resolved to your satisfaction, in order to resolve things in a cost-efficient manner both you and the Bank agree to take disputes regarding your deposit accounts to binding arbitration or small claims court.

The arbitration provision below is intended to make arbitration convenient and inexpensive. Rockland Trust will bear all costs of arbitration unless an arbitrator determines that your claim was not made in good faith or is frivolous. As explained below, Rockland Trust will pay you a premium if you receive an arbitration award that is greater than the amount which we offered

to pay you to settle a dispute. In arbitration, you will be entitled to recover attorneys' fees to the same extent as you could in court and, in some circumstances, to a greater extent.

Arbitration is more informal than a lawsuit and uses a neutral arbitrator, instead of a judge or jury, to make a final decision about who wins. The arbitrator can order that money be paid or other actions be taken. Any arbitration will take place on an individual basis. Class arbitrations and class actions are not permitted.

2. YOUR RIGHT TO REJECT. If you wish to reject the arbitration provision set forth below, you may do so by sending a written notice, by mail, which clearly tells us you are doing so addressed to: General Counsel, Rockland Trust Company, 288 Union Street, Rockland Massachusetts 02370. A rejection notice is only effective if it is signed by all depositors who signed the signature card for your account and the postmark on the envelope is 30 days or less after the date you receive this deposit account Agreement. Rejecting the arbitration provision will not affect the status of your deposit relationship with us, any of your deposit accounts with Rockland Trust, or any other provision of this deposit account Agreement.

### 3. ARBITRATION PROVISION.

(a) If you do not reject this arbitration provision, either you or we can require individual arbitration of all disputes and claims between you and the Bank with respect to your deposit accounts. The agreement to arbitrate is intended to be broadly interpreted and includes, but is not limited to, any and all claims:

- 1) arising out of, or related to your deposit accounts, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory;
- 2) that arose before this Agreement or any agreement before this Agreement that governed the terms and conditions of your deposit accounts (including, but not limited to, advertising claims); and,
- 3) that are currently the subject of purported class action litigation in which you are not a member of a certified class.

Notwithstanding the foregoing, either you or the Bank may choose to bring an action in Massachusetts small claims court with respect to your deposit accounts. This arbitration provision does not preclude you from bringing issues regarding your deposit accounts to the attention of federal, state, or local bank regulators or agencies, including, for example, the Federal Deposit Insurance Corporation or the Massachusetts Division of Banks. Those agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Agreement you and Rockland Trust are each waiving the right with respect to your deposit accounts (1) to proceed in any court (other than Massachusetts small claims court), (2) to a trial by jury, and (3) to participate in a class action. This arbitration provision evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and

enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

While this arbitration provision is intended to have the broadest and most comprehensive effect possible with respect to any disputes between us related to your deposit accounts, any disputes arising from any loan or line of credit which Rockland Trust has made to you are expressly excluded from this arbitration provision and are governed instead by the terms and conditions of our loan or line of credit documents. Additionally, you also agree to exercise any error resolution rights under the terms of this Agreement (for example: for errors involving your EFTs or our reports of your deposit account performance) prior to exercising your right to arbitrate under this arbitration provision if your dispute is related to a matter covered by such error resolution procedures.

(b) A party who wishes to arbitrate must send, by certified mail, a written Notice of Dispute (the "Notice"). Any Notice to Rockland Trust should be addressed to the General Counsel, Rockland Trust Company, 288 Union Street, Rockland Massachusetts 02370 ("Notice Address"). You may download a form for the Notice from our website or write the Notice yourself. The Notice must describe your claim and clearly state what you want us to do. If we do not reach an agreement to resolve the claim within 30 days after the Notice is received, either you or Rockland Trust may commence an arbitration proceeding.

If you commenced arbitration, Rockland Trust will promptly reimburse you for payment of the filing fee. If you are unable to pay the filing fee, Rockland Trust will pay it directly upon receiving a written request at the Notice Address to do so.

(c) [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of this provision. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of this arbitration provision are for a court to decide. Unless we agree otherwise, any arbitration will take place in the county where you live. During the arbitration, the amount of any settlement offer made by Rockland Trust or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you are entitled. If your claim is for \$2,500 or less, we agree that you may choose whether arbitration will be conducted solely on the basis of documents submitted, through a hearing by telephone, or by an in-person hearing. If your claim exceeds \$2,500, the right to a hearing will be determined by the AAA rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator can order that Rockland Trust pay you money or issue an equitable order called an injunction that we take other actions. The arbitrator may issue an injunction only for you, and then only to the extent necessary to provide the equitable relief warranted by your individual claim. Rockland Trust will pay all arbitration fees unless the arbitrator finds that your claim was not made in good faith or is frivolous. If the arbitrator finds that your claim was not made in good faith or is frivolous, you agree to reimburse Rockland Trust for all monies previously disbursed by us that are otherwise your

obligation to pay under the AAA Rules. The arbitration will be governed by the rules of the American Arbitration Association ("AAA"), as they may be modified by this provision. The AAA rules are available online at

(d) If the arbitrator decides that you win and awards you more money than our last written settlement offer before an arbitrator was selected, then Rockland Trust will:

1) pay you the amount of the award or \$2,500 ("the Alternative Payment"), whichever is greater; and

2) pay your attorney, if any, twice the amount of the reasonable attorneys' fees incurred on your behalf, and reimburse any expenses (including expert witness fees and costs), that your attorney reasonably accrues for investigating, preparing, and pursuing your arbitration claim ("the Attorney Premium").

If we did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the Alternative Payment and the Attorney Premium if the arbitrator determines that you win. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of your attorneys' fees, expenses, and the Alternative Payment and the Attorney Premium at any time during the proceeding and upon request from either you or us made within 14 days of the arbitrator's ruling on the merits.

(e) The right to recover attorneys' fees and expenses set forth in this arbitration provision supplements any right to attorneys' fees and expenses you may have under Applicable Law. You may not, however, recover duplicative awards of attorneys' fees or costs, other than the Attorney Premium. Although Rockland Trust may have a right to recover attorneys' fees and costs if it wins in arbitration, we agree that Rockland Trust will not seek such an award.

(f) YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST ROCKLAND TRUST ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. Unless you and us both agree otherwise, the arbitrator may not consolidate more than one person's claims and may not preside over any form of a representative or class proceeding. If this class action waiver is found to be invalid or unenforceable, then the entirety of this arbitration provision shall be null and void.

### **PART III**

#### **TERMS AND CONDITIONS APPLICABLE TO NON-CONSUMER CUSTOMERS ONLY**

This Part III applies to Non-Consumers and Non-Consumer transactions only.

#### **A. ADDITIONAL NON-CONSUMER ONLINE BANKING FEATURES**

In addition to the basic features of the Service listed in Part I of this Agreement, you may also be eligible to use the following additional features of the Service, subject to our approval in our sole and exclusive discretion.

### **(1) ELECTRONIC TAX PAYMENTS**

This feature of the Service allows you to make certain electronic federal or state tax payments to certain taxing authorities as made available via Online Banking from time to time. To use this option, you must input all necessary tax information as required in Online Banking before the cut-off time specified in Online Banking for the payment date you choose.

Subject to the requirements associated with this feature, we will debit the Account you designate for amounts payable not later than the cut-off time as described in Online Banking. State and federal tax payment transactions will be sent through the Automated Clearing House (the "ACH") network. You agree that your payment transactions will be governed by the ACH rules as in effect from time to time and that you will not initiate Entries that violate the laws of the United States. You hereby authorize us to originate ACH debit Entries to your Account(s) for any related fees and charges in connection with this feature of Online Banking. You acknowledge that this authorization is to remain in full force and effect until we have received written notification from you of its termination in such time and in such manner as to afford us a reasonable opportunity to act on it. You can learn more about the ACH network at [www.nacha.org](http://www.nacha.org). You make all warranties required as an ACH Originator, and you accept any liability you or we may incur which is caused by your tax payment transactions.

You acknowledge that we may complete your electronic tax payments according to your instructions. You are responsible for providing accurate information regarding payment instructions, and we are not responsible for errors or omissions in the information that you provide. In the event of an inconsistency between a name and an account number, we may rely on the account number. You agree that we are not responsible for any misdirected payments if made to the account number you provide.

### **(2) WIRE TRANSFER SERVICE**

#### **The Service**

The Wire Service described in this section provides you with the capability to transfer funds from specific Deposit Account(s) to other accounts (the "Recipient Account(s)") as you direct. The Recipient Account(s) may be your accounts or domestic (U.S.-based) or international (non-U.S.-based) third-party accounts and may be with us or with domestic or international third-party financial institutions. You may use the Wire Service to (a) initiate one-time wire transfers, (b) establish templates through Online Banking for wire transfers made on a repetitive basis which involve the same Deposit Account and Recipient Account ("Repetitive Transfer(s)"), or request and approve Bank-created templates for Repetitive Transfers, or (c) establish and initiate automated standing transfer orders through Online Banking (as described below). All

wire transfers must be initiated by or through you and/or your Authorized User (or Authorized Representative).

The terms and conditions in this Wire Transfer section apply to funds transfers as defined in Article 4A of the UCC as adopted by the Commonwealth of Massachusetts (“Article 4A”), and Subpart (B) of Regulation J of the Board of Governors of the Federal Reserve System. All wire transfers to accounts at other depository institutions are transmitted using the Fedwire funds transfer system owned and operated by the Federal Reserve Banks or via a similar wire transfer system used primarily for funds transfers between financial institutions. Regulation J is the law covering all Fedwire transactions. Accordingly, in addition to other terms of the Agreement, your rights and liabilities with regard to a funds transfer involving Fedwire will be governed by Regulation J. (If private funds transfer systems such as CHIPS and SWIFT are used, those systems’ operating rules will apply.)

### **Transfer Instructions and Transmission Methods**

You may instruct us to transfer funds from any Deposit Account(s) maintained at and approved for use with the Wire Service by us. For purposes of this Wire Transfer section, such instruction (or “order”) shall be received from you or an Authorized User (or Authorized Representative) and initiated by means of Online Banking, Mobile Device or via telephone instruction to Bank at a number specified by us for such purpose in a schedule, exhibit, set-up form or other document associated with the Wire Service (hereinafter a “Wire Form”), or such other transmission method as we may permit from time to time.

In order to transmit instructions via Online Banking, you must first agree to and transmit all instructions in accordance with all of the terms, conditions and Security Procedures applicable to Online Banking, as may be amended by Bank from time to time.

Your authority to make the transfer and to issue other directions and instructions shall be conclusively presumed if the Security Procedures described in this Agreement and/or the Online Banking Security Procedures Disclosure, as well as any Wire Form, are followed.

### **Transactions Limits; Execution of Wire Transfers**

By submitting a wire transfer request, you authorize us to withdraw the amount of any requested wire transfer which you may authorize and instruct, plus any applicable fees and charges, from your designated Deposit Account. Subject to the terms of this Wire Transfer section, we will accept and execute a wire transfer received from you where there are sufficient Available Funds in your designated Deposit Account to cover payment of your obligations under this Wire Transfer section, and the wire request has been authenticated by us and is in conformity with the Security Procedures, cut-off times, transaction limits and other requirements as described in this Wire Transfer section and any associated Wire Form. We will reject payment orders that would cause your transactions to exceed the daily transaction limit or the daily exposure limit established by us for you. The daily transaction limit and the daily

exposure limit may be modified from time to time upon your request or by us in accordance with our rules and policies. Any change to such limits shall be in our sole discretion.

Each wire transfer must include the following information in addition to any information which we may require for proper identification and security purposes: (i) Deposit Account number from which the funds are to be withdrawn, (ii) amount to be transferred, (iii) name and ABA routing number of the payee's bank, and (iv) account name, address and account number of the payee. In the event a wire transfer describes an account number for the payee that is in a name other than the designated payee, we may execute the wire transfer to the account number so designated notwithstanding such inconsistency.

Templates for Repetitive Transfers that are created by you via Online Banking or that are created by us at your instructions and with your approval are the sole and exclusive responsibility of you. You agree to release and hold us harmless from any loss or liability which you may incur after we have executed a Repetitive Transfer, including without limitation, any loss due to your error in creating or instructing us as to the creation of the Repetitive Transfer template or instruction.

We may execute wire transfers received from you by any means we deem suitable for the transmission of funds and in any order convenient to us, regardless of the order in which they are received. We will execute authenticated wire transfers that are in conformity with all Security Procedures and other requirements set forth herein. We may require additional authentication of any wire transfer request. We reserve the right to reject a wire transfer request that cannot be properly authenticated.

We make no express or implied warranty as to the time or date a wire transfer will arrive at the receiving bank, the amount of any fees to be charged by the receiving bank or the time or date the beneficiary will receive credit for funds, whether the wire transfer is domestic or international. We do not warrant or guarantee, nor shall we have any liability for, the acts or omissions of any Federal Reserve Bank, any beneficiary or beneficiary bank, correspondents, agents or sub-agents used to complete your wire transfer orders.

#### **Time of Execution – Domestic Wires**

We will execute each authenticated wire transfer that is in conformity with this Agreement, including cut-off times and other requirements set forth herein, on the Business Day received or on the Business Day requested by you if the wire transfer is future-dated. Cut-off times may be established and changed by us from time to time. Instructions for wire transfers received after such cut-off times may be treated by us for all purposes as having been received on the following Business Day.

Except for future-dated outgoing wire transfers, domestic outgoing wire transfers (U.S.-based receivers) initiated and approved by our cut-off time (as set forth in Online Banking and/or a Wire Form) on a Business Day, and incoming wire transfers received and approved by our cut-

off time on a Business Day will be processed that same day if that day is also a Business Day for our correspondent facility and the recipient bank. Domestic outgoing wire transfers initiated and approved after our cut-off time and incoming wire transfers received after our cut-off (all as set forth in Online Banking and/or a Wire Form) will be processed the next Business Day if that day is also a Business Day for our correspondent facility and the recipient bank. Future-dated domestic outgoing wire transfers will be initiated on the effective date requested by you, provided that date is a Business Day, not on the date you entered the transaction using the Wire Service. You may submit a future-dated domestic wire transfer up to such period of time in advance of the effective date requested by you as the Wire Service permits.

### **International Wires**

International or foreign wire transfers (non-U.S. receivers) of U.S. or foreign currency initiated by you and approved by our cut-off time (as set forth in Online Banking and/or a Wire Form) on a Business Day, and incoming international wire transfers received and approved by our cut-off time on a Business Day will be processed that same day if that day is also a Business Day for our correspondent facility and the recipient bank. Wire transfers initiated and approved after our cut-off time for international wire transfers will be processed the next Business Day if that day is also a Business Day for our correspondent facility and the recipient bank. Industry standard delivery times of foreign wire transfers (in most, but not all cases, two (2) Business Days) may be subject to delays based on time-zone issues; the remote location of the recipient bank; cultural differences with respect to holidays and times of observation, etc.; and incorrect or incomplete information being supplied by you. We make no guarantee or representation as to the availability of funds at the foreign destination.

We will send your authorized and authenticated wire transfers to foreign banks through any bank which is a member of our correspondent network. Neither we nor any of our correspondents shall be liable for any errors, delays or defaults in the transfer of any messages in connection with such a foreign wire transfer by any means of transmission. International wire transfers may be made in U.S. or foreign currency. You acknowledge that foreign currency wire transfers must be based on a currency that we trade and that all rates of exchange will be the rate in effect on the date we execute the wire transfer order, or at any other rate as may be agreed to by the parties. If the financial institution designated to receive the funds does not pay the beneficiary specified in a wire transfer order payable in foreign currency and the funds are returned to us, we will not be liable for a sum in excess of the value of the funds after they have been converted from foreign currency to U.S. dollars at our buy rate for exchange at the time the cancellation of the wire transfer order is confirmed by us, less any charges and expenses incurred by us. If you elect to initiate an international wire transfer in U.S. currency, you acknowledge that the receiving bank may elect to pay the beneficiary in foreign currency at an exchange rate determined by the receiving bank. You agree to bear all risk of loss due to fluctuation in exchange rates, and you shall pay us any costs and expenses of foreign currency

conversion at our then-prevailing rates, terms and conditions. You are advised that our prevailing exchange rates may be less favorable to you than market exchange rates.

You understand and acknowledge that if the named beneficiary does not match the account at the receiving bank, there is a risk the beneficiary may not receive the wired funds. If the transfer is not received or credited in a timely manner, we will follow normal and customary procedures to complete the wire transfer, determine the location of the wired funds and/or return the funds to you. If we are unable to determine that the funds have been credited to the beneficiary's account or have the funds returned, you assume all financial liability or risk of loss for the amount of the wire transfer.

International wire transfers are subject to any and all applicable regulations and restrictions of U.S. and foreign governments relating to foreign exchange transactions. We have no obligation to accept any international wire transfer(s) directed to or through persons, entities or countries restricted by government regulation or our prior experience with particular countries. To the extent not otherwise prohibited by law, in connection with any international wire transfer(s) involving a transfer to or from any country outside of the U.S., you agree to release and hold us harmless from any loss or liability which you may incur after we have executed the international wire transfer(s), including without limitation, any loss due to failure of a foreign bank or intermediary to deliver the funds to a beneficiary.

#### **Repetitive Transfers; Automated Standing Wire Transfer Orders ("ASTs")**

A Repetitive Transfer is a template-based transfer order made on a recurring, periodic basis to the same payee and the same account at the same payee bank. An AST is a Repetitive Transfer established and transmitted by you through Online Banking that recurs on a pre-determined schedule, in a pre-determined amount or at a pre-determined threshold balance, and for a pre-determined duration. When establishing an AST, you determine the criteria for the transfer, including the amount, the debit and credit Accounts, execution frequency (i.e., daily, weekly, biweekly or monthly) and duration. After these instructions are established by you, Available Funds are automatically transferred until the AST expires or you notify us otherwise, as set forth herein.

We will transfer funds from your designated Account(s) according to the schedule and parameters set forth by and/or for you in Online Banking or any associated exhibits. If a transfer order does not contain a repeat code (which you elect), we will treat the order as a non-AST.

For domestic and international Repetitive Transfers or ASTs established and transmitted by you through Online Banking, such Repetitive Transfers or ASTs must be authorized in accordance with the terms and conditions of Online Banking and related service requirements. You shall be responsible for the creation of all Repetitive Transfer templates and ASTs through Online Banking. We shall not be liable for any error in your set-up or creation of any such template established by you.

Modifications or deletions of ASTs that were established via Online Banking must be modified or deleted by you via Online Banking prior to your desired effective date of the change or deletion and in accordance with the time limits set forth within Online Banking.

### **Fedwire Drawdowns (“Reverse Wires”)**

If authorized by you via your completion of a Wire Form, we may debit your designated Account(s) with us upon receipt of a Fedwire drawdown or reverse wire transfer request, and send funds to the financial institution making such request. You shall furnish us with an authorization or other Wire Form as required by us for each Account and requesting financial institution permitted by you to initiate Fedwire drawdown or reverse wire transfer requests.

We reserve the right to refuse to permit and/or may attach reasonable conditions to any Fedwire drawdown or reverse wire transfer requests, in our sole and exclusive discretion. Each such transfer will be done on the Business Day that we receive the incoming request from the requesting financial institution if the request is received within a reasonable time to determine whether you have sufficient Available Funds and to obtain access to the Federal Reserve network prior to our close of business, and subject to the security procedures associated with Fedwire drawdown or reverse wire transfer requests as set forth in this Wire Transfer section, a Wire Form or other disclosure from us.

You agree not to permit or authorize any Fedwire drawdown or reverse wire transfer request in excess of your Available Funds on deposit in the designated Account(s). We may reject any Fedwire drawdown or reverse wire transfer request in excess of your Available Funds. The requesting financial institution will be notified if the request is rejected by us.

If the Fedwire drawdown or reverse wire transfer request received by us does not identify the same Account or the same financial institution previously identified and authorized by you, your obligation to pay us the amount of the funds transferred shall not be excused. When beneficiary names and account numbers are inconsistent, account numbers shall control. When beneficiary bank names and ABA numbers are inconsistent, ABA numbers shall control. Your authorization for us to send funds on a Fedwire drawdown or reverse wire transfer request shall remain in effect until you give written notice to us and we have had a reasonable period of time to act on such written notice. In consideration of our compliance with your authorization for us to send funds on a Fedwire drawdown or reverse wire transfer request, you agree that our treatment of any charges and our rights with respect thereto shall be the same as if the instructions were initiated personally by you.

### **Cancellation and Amendment of a Wire**

You may request that we attempt to cancel or amend a wire transfer previously received from you. If a cancellation or amendment request is received by us before the wire transfer is executed and with sufficient time to afford us an opportunity to act upon your request, we may, on our own initiative but without obligation, make a good faith effort to act upon such request.

In the event your cancellation or amendment request is received after execution of our wire transfer request, we will attempt to have the wire transfer returned. Notwithstanding the foregoing, we shall have no liability for the failure to effect a cancellation, amendment or return, and we make no representation or warranty regarding our ability to amend or cancel a wire transfer or to have a wire transfer returned. You agree to indemnify us against any loss, liability or expense which we incur as a result of the request to cancel, amend or return a wire transfer and the actions we take pursuant to such request.

### **Notice of Rejection or Return**

We shall have no liability for wire transfers sent by us as directed by you which cannot be completed or which are returned due to incorrect information furnished by you. You are required to fully complete beneficiary name and address, as beneficiary bank may elect to return an otherwise valid wire transfer for incomplete beneficiary information. We may reject or impose conditions that must be satisfied before it will accept your instructions for any wire transfer, in our sole discretion, including without limitation your violation of this Wire Transfer section, your failure to maintain a sufficient Account balance or our belief that the wire transfer may not have in fact been authorized. A wire transfer may also be rejected or returned by an intermediary or beneficiary bank other than us, or by operation of law. If a wire transfer is rejected, we will endeavor to notify you. Notice of rejection will be effective when given. Upon rejection or return, we shall have no further obligation to act upon a wire transfer, nor shall we have any liability to you due to rejection by another person in the wire transfer process, or the fact that notice was not given or was not given at an earlier time, or within any specified time of receipt, acceptance, execution or payment of any wire transfer, except as may otherwise be provided by applicable law.

### **Security Procedures**

You have reviewed and agree that the Security Procedures used by you and set forth or incorporated by reference in this Agreement and/or any associated Wire Form, including but not limited to the Online Banking Security Procedures Disclosure, are a commercially reasonable method of providing security against unauthorized wire transfers and for all other instructions from you to us. Any wire request transmitted by you shall be deemed authorized if transmitted in accordance with the Security Procedures. Notwithstanding anything else contained in this Agreement, if we believe immediate action is required for the security of our or your funds associated with the Wire Service, we may initiate additional security procedures immediately and provide prompt subsequent notice thereof to you.

### **Compliance with Security Procedures**

If a wire request (or any related instruction) received by us purports to have been transmitted or authorized by you, it will be deemed effective as your wire request or related instruction, and you shall be obligated to pay us the amount of such wire request even though the wire request

was not authorized by you, provided we acted in good faith and in compliance with the Security Procedure(s).

If a wire request (or any related instruction) received by us was actually transmitted or authorized by us, you shall be obligated to pay the amount of the wire request as provided herein, whether or not we complied with the Security Procedure(s) and whether or not that wire request was erroneous in any respect or that the error would have been detected if we had complied with the Security Procedure(s).

### **Inconsistency of Receiving Beneficiary Name and Account Number**

You acknowledge and agree that, in accordance with Article 4A of the UCC, we shall be entitled to rely upon the numbers supplied by you to identify banks, beneficiaries and other parties to the wire transfer, even if those numbers disagree or are inconsistent with the names of those parties as provided by you. You agree to indemnify us for any loss or expense that results from our reliance on an incorrect identifying or account number.

### **Payment; Authorization to Charge Account**

You will compensate us for applicable fees associated with the Wire Service as provided in our Fee Schedule. In connection with each wire transfer, you shall also pay our online wire transfer fee in effect at the time of such transfer. We shall be authorized to deduct our fees hereunder from any Deposit Account of yours or as otherwise set forth in this Agreement.

You agree to pay us the amount of each transfer order received from you on the Business Day that we execute said order or at such other time as we may determine. We may, without prior notice or demand, obtain payment of such amount by debiting the Account designated or, in the event there are not sufficient Available Funds in the Deposit Account, debiting any other Deposit Account you maintain with us, in our sole and exclusive discretion. You agree to at all times maintain a balance of Available Funds in your designated Deposit Account sufficient to cover payment of your obligations hereunder. We are not obligated to execute and may reject, without notice to you, any transfer order which exceeds the amount of Available Funds on deposit with us for the specified Deposit Account or any transfer order that does not comply with the Security Procedures as such may be modified from time to time.

### **Advices and Statements**

All wire transfers accepted by us (including wire transfers sent or received on behalf of you) will be reflected on your Online Banking daily history and on your periodic Account statement issued by us with respect to the Account(s) to or from which your wire transfer was made. If requested by you, we may, in our sole discretion, also send you an advice if a wire transfer has been accepted; however, we shall have no liability for failure to give such notice. You agree to check the daily history of the Account(s) on the day after the processing date and to notify us immediately of any discrepancies between your records and the daily history reflected in Online

Banking. You also agree to notify us promptly as required by the BUSINESS ACCOUNT STATEMENTS section of this Part of this Agreement of any discrepancy between your records and the information shown on the periodic statement for the Account(s). If you fail to notify us of any such discrepancy as required by this paragraph, you agree that our liability for any losses you may incur with respect to a transaction shown on the daily history or periodic statement shall be limited as set forth in this Agreement.

### **Refunds**

In the event that a beneficiary does not receive payment for the wire transfer and you are entitled to a refund, upon receipt by us of the returned funds, we will refund the amount to you less any expenses associated with the recovery. We will notify you of such a refund.

### **Use of Correspondent Accounts**

A wire transfer may be executed through any one, or a series of, correspondent banks of the beneficiary's bank and of ours in a manner deemed most appropriate and effective by us or by any other bank participating in the wire transfer.

### **Bank Reliance; Authentication**

We shall be entitled to rely in good faith on communications we receive as being given or sent by an Authorized User and as being genuine and correct when made in accordance with this Agreement.

WE MAY TAKE SUCH ADDITIONAL STEPS AND IMPLEMENT SUCH PROCEDURES AS WE MAY DEEM APPROPRIATE TO VERIFY THE AUTHENTICITY OF ANY WIRE TRANSFER. WE MAY DELAY THE EXECUTION OF ANY WIRE TRANSFER PENDING COMPLETION OF A CALL-BACK OR RECEIPT OF ANOTHER FORM OF VERIFICATION WHICH IS SATISFACTORY TO US. IF WE ARE UNABLE TO OBTAIN SATISFACTORY VERIFICATION, WE, IN OUR SOLE DISCRETION, MAY REFUSE TO EXECUTE ANY WIRE TRANSFER. In no event shall we be liable for any delay in executing a wire transfer or for failure to execute a wire transfer due to the absence of satisfactory verification.

Bank may electronically record any telephone conversations between our personnel and you in connection with the Wire Service.

## **(3) ACH ORIGINATION SERVICE**

### **The Service**

The ACH network is a funds transfer system which provides for the interbank clearing of electronic credit and debit Entries for participating financial institutions. The ACH system is governed by the National Automated Clearing House Association's ("NACHA") Operating Rules and Operating Guidelines (collectively the "NACHA Rules").

## **Your Obligations**

You will comply and shall cause your employees, officers, directors, agents and your Authorized Representative(s), Administrator(s) and Authorized User(s) to comply with (i) the NACHA Rules, as amended from time to time and (ii) any specifications, advisories, interim policies, or instructions related to ACH transactions issued from time to time by Bank, NACHA or any federal or state regulatory authorities. Your duties as set forth in this ACH Origination section in no way limit the requirement of complying with the NACHA Rules. You specifically adopt and make to us all representations and warranties of an Originator under the NACHA Rules, including that you will not initiate Entries in violation of the laws of the United States. You have purchased from us or otherwise have access to a copy of the NACHA Rules. You agree to subscribe to receive revisions to the NACHA Rules directly from NACHA.

You will maintain a checking Deposit Account (“Settlement Account”) with us with available balances sufficient to offset any Entries submitted and against which any rejected or returned Entries may be credited or debited, as further described herein. We reserve the right, in our sole and exclusive discretion and at any time, to require ACH pre-funding of credit Entries requested by you, in accordance with the terms and conditions of any agreement between us and you relating to pre-funding of such Entries, including as otherwise set forth in this ACH Origination section.

You agree from time to time, upon our request and in accordance with this section on ACH Origination and this Agreement, to promptly provide us with information pertaining to your financial condition as we may request, as well as the name(s) of any other financial institutions that you are using to originate Entries.

Nothing in this ACH Origination section or any course of dealing between you and us (i) constitutes a commitment or obligation of ours to lend money to you, (ii) obligates us to extend any credit to you, to make a loan to you or otherwise to advance funds to you to pay for any payment order contrary to our published availability schedules and the settlement timing as reflected herein, and in such other documents and materials as may be provided to you by us with regard to the ACH Service from time to time, (iii) constitutes a modification of this section on ACH Origination, the NACHA Rules, or the Security Procedures, or (iv) otherwise constitutes an agreement between us and you, regardless of whatever practices and procedures we and you may use.

You are responsible for all tariffs, duties or taxes (excluding U.S. federal, state and local taxation of the income of ours) that may be imposed by any government or governmental agency in connection with any payment order executed pursuant to this section on ACH Origination.

You shall be liable for all fines incurred by us that are attributable to your failure to comply with the NACHA Rules, the laws, regulations and orders administered by the U.S., including without limitation, OFAC or the laws, regulations and orders administered by FinCEN.

## **ACH Transaction Limits**

You understand and acknowledge that credit or debit Entry instructions will be rejected and a notice thereof will be received via the Online Banking Service if such Entries (i) exceed any batch limits set for you by us from time to time or (ii) when aggregated with other not-yet-settled transactions issued by you through any ACH application with us, exceed your exposure limit(s). The term “exposure limit(s)” means, with respect to this section on ACH Origination, such dollar ceiling or cap on your debit and/or credit Entries, as determined solely by us, based on factors such as your financial condition and anticipated or historical level of ACH transactions with us. You acknowledge and agree that you will be subject to a daily exposure limit for all ACH transactions (total net ACH debit and/or credit Entries per Business Day). You shall promptly notify us if you anticipate a significant increase or decrease in the dollar amount of any of your ACH transactions. Any limits established by us hereunder shall be made in our sole discretion and shall be communicated to you. We may, from time to time, in our sole discretion, review your exposure limit(s) and make any adjustments to your exposure limit(s) that we may deem appropriate.

We monitor exposure limits for every customer that originates ACH transactions. We may reject or suspend processing of any Entry instructions if such Entry exceeds your exposure limit(s). We shall use commercially reasonable efforts to notify you of such rejection or suspension. We may, in our sole and exclusive discretion, but shall have no obligation, to elect to process occasional Entry instructions that would exceed your exposure limit(s), subject to there being sufficient Available Funds in the Settlement Account for the total amount of all credit Entries submitted to us for processing. In such event, we will reduce Available Funds in the Settlement Account equal to the total amount of the ACH credit Entries on the Business Day that we begin processing your ACH file, and your Settlement Account will be debited at the beginning of the Business Day following the effective Settlement Date of the file.

## **Transmission Method**

You may transmit a NACHA-formatted file to us via Online Banking. You agree to the terms of Online and the related Security Procedures when initiating Entries as described therein. If required by us, prior to the origination of Entries, you agree to create a test file pursuant to procedures established by us.

## **Transmittal of Entries by You**

You will transmit file(s) of credit and debit Entries to us with (i) computer readable information; (ii) an ACH file and format consistent with current NACHA file and our specifications; and (iii) on the medium as agreed by the parties, and in accordance with the Security Procedures associated with that transmission medium. You will only initiate those Entry types (Standard Entry Class or “SEC” Codes) that we have expressly authorized you to initiate. Authorized SEC Codes include PPD, PPD+, CCD and CCD+. All other SEC Codes that we may permit from time to time will

require pre-approval by us and may only be used with proper designation in the ACH Origination Service's set-up or enrollment and in accordance with additional instructions from and requirements by us, as applicable. We reserve the right to reject any Entry or group of Entries that includes an unauthorized SEC Code. You agree to initiate Entries described herein in accordance with the requirements of and in compliance with your responsibilities, representations and warranties as an Originator under the NACHA Rules.

With respect to any credit and debit Entries initiated and transmitted by you that involve consumers, you will comply with all authorization, disclosure and other requirements of the NACHA Rules, together with any applicable requirements of Regulation E of the Board of Governors of the Federal Reserve System (or any successor entity who administers Regulation E) (hereinafter "Regulation E"), the Federal Electronic Funds Transfer Act and all other applicable federal and state laws and regulations, as such may be amended from time to time.

You acknowledge the right of a consumer Receiver of an unauthorized debit Entry, as applicable and as described in the NACHA Rules, to obtain a refund of the funds debited from Receiver's account by such Receiver sending a written notice claiming a refund to Receiver's Depository Financial Institution within fifteen (15) calendar days after the Receiver's Depository Financial Institution sends or makes available to the Receiver information pertaining to that debit Entry. You indemnify us against any such claim for a refund by any Receiver. You also acknowledge the right of a corporate Receiver of a debit Entry, as applicable and as described in the NACHA Rules, to obtain a refund of the funds debited from such Receiver's account by such Receiver sending a notice to Receiver's Receiving Depository Financial Institution ("RDFI") in accordance with the timing requirements set forth in the NACHA Rules. You indemnify us against any such claim for a refund by any Receiver.

### **Security Procedures**

You have reviewed and agree that the Security Procedures used by you and set forth or incorporated by reference in this Agreement, including but not limited to the Online Banking Security Procedures Disclosure, are a commercially reasonable method of providing security against unauthorized Entries and for all other instructions from you to us. Any Entry transmitted by you shall be deemed authorized if transmitted in accordance with the Security Procedures. Notwithstanding anything else contained in this Agreement, if we believe immediate action is required for the security of our or your funds associated with the ACH Service, we may initiate additional security procedures immediately and provide prompt subsequent notice thereof to you.

### **Compliance with Security Procedures**

If an Entry (or a request for cancellation or amendment of an Entry) received by us purports to have been transmitted or authorized by you, it will be deemed effective as your Entry (or request), and you shall be obligated to pay us the amount of such Entry (or request) even

though the Entry (or request) was not authorized by you, provided we acted in good faith and in compliance with the Security Procedure(s).

If an Entry (or a request for cancellation or amendment of an Entry) received by us was actually transmitted or authorized by us, you shall be obligated to pay the amount of the Entry as provided herein, whether or not we complied with the Security Procedure(s) and whether or not that Entry was erroneous in any respect or that the error would have been detected if we had complied with the Security Procedure(s).

### **Processing, Transmittal and Settlement by Bank**

We will process, transmit and settle for credit and debit Entries initiated by you as provided in the NACHA Rules as in effect from time to time and pursuant to this Agreement. We will transmit such Entries as an ODFI to the ACH Operator by the deadline of the ACH Operator, provided such Entries are received by our cut-off time as set forth on Online Banking on a Business Day and the ACH Operator is open for business on such Business Day. Entries received after our cut-off time on a Business Day will be deemed received the following Business Day. A credit Entry must have an effective date of at least two (2) Business Days, and a debit Entry must have an effective date of at least one (1) Business Day, after the Business Day such Entry is received by us. Neither a credit Entry nor a debit Entry may have an effective date more than thirty (30) calendar days after the Business Day such Entry is received by us. You will hold us harmless from all charges that may be incurred by us as a result of your delivery of late Entries.

If a file of Entries is received other than in specified NACHA and Bank format, you will be required to provide us with a corrected file. If a corrected file of Entries is received later than our cut-off time on the delivery date, you will hold us harmless from all charges that may be incurred by us as a result of the processing of your late Entries.

If any of these requirements are not met, we shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline on which the ACH Operator is open for business.

We will execute each authenticated file of Entries that is in conformity with all Security Procedures and other requirements set forth herein. We may require additional authentication of any file of Entries. We reserve the right to reject a file of Entries that cannot be properly authenticated.

### **On-Us Entries**

Except as otherwise provided herein, in the case of an Entry received for credit or debit to an account maintained by us (an "On-Us Entry"), we will credit or debit the Recipient's account in the amount of such Entry on the Settlement Date, provided the requirements set forth herein are otherwise met. If those requirements are not met, we will use reasonable efforts to credit or

debit the Recipient's account in the amount of such Entry on the next Business Day following the date the Entry was received by us. At our option, in the case of an "On-Us Entry", we may credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date of such Entry in lieu of transmitting such entry to the ACH. We will have the right to reject an On-Us Entry for any reason for which an Entry may be returned. In the case of an On-Us Entry, we will have all rights of a RDFI including, without limitation, the rights set forth in Article Seven of the NACHA Rules.

### **Returned or Rejected Entries**

In the event any Entry is returned or rejected by the ACH Operator, any RDFI or Intermediary Depository Financial Institution for any reason whatsoever, it shall be your responsibility to remake and resubmit such Entry or otherwise resolve the returned Entry in accordance with the NACHA Rules. However, we shall remake such Entry in any case where rejection by the ACH Operator was due to mishandling of such Entry by us and sufficient data is available to us to permit it to remake such Entry. In all other instances, our responsibility will be to receive rejected or returned Entries from the ACH Operator, perform necessary processing, control and settlement functions, and to forward such Entries to you.

We shall notify you of the receipt of a returned Entry from the ACH no later than one (1) Business Day after the Business Day of such receipt. Except for an Entry retransmitted by you in accordance with the requirements of this section regarding Transmittal of Entries by You, we shall have no obligation to retransmit a returned Entry to the ACH Operator if we complied with the terms of this section on ACH Origination with respect to the original Entry.

We may reject any Entry which does not comply with the requirements of the paragraphs addressing Transmittal of Entries by Customer, Security Procedures, or which contains a Settlement Date more than thirty (30) calendar days after the Business Day such Entry is received by us. We may reject an On-Us Entry for any reason for which an Entry may be rejected under the NACHA Rules. We may reject any Entry if you have failed to comply with your Account balance obligations as described in this section on ACH Origination and, if you have authorized an ACH file containing individual payment orders and the applicable Account has insufficient funds, we reserve the right to reject the entire file. Notices of rejection shall be effective when given. We shall have no liability to you by reasons of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein. We may monitor your rejected or returned Entries. We reserve the right, in our sole and exclusive discretion, to require you to establish a reserve Account in the event that an excessive number of your debit Entries are rejected or returned, and/or to otherwise suspend or terminate your use of the ACH Service as set forth in this section and/or in the Agreement.

### **Reimbursement for Rejected Debit Entries**

You will promptly provide immediately Available Funds to reimburse us if any debit Entry is rejected after we have permitted you to withdraw funds in the amount thereof or if any adjustment memorandum that relates to any such Entry is received by us.

#### **Cancellation or Amendment by Customer**

You shall have no right to cancel or amend any Entry after it is received by us. However, if such request complies with the Security Procedures applicable to such request, we shall use reasonable efforts to act upon a request by you for cancellation or amendment of an Entry that is received prior to transmission to the ACH Operator, or in the case of an On-Us Entry, prior to crediting a Receiver's account. We shall have no liability if we fail to effect the cancellation or amendment of such an Entry. You shall reimburse us for any expenses, losses or damages we may incur in effecting or attempting to effect the cancellation or amendment of an Entry.

#### **Notifications of Change**

We will use reasonable efforts to notify you of each Notification of Change ("NOC") or Corrected Notification of Change ("Corrected NOC") received by us related to Entries transmitted by you within two (2) Business Days after receipt thereof. You shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) Business Days of your receipt of the NOC or Corrected NOC information from us or prior to initiating another Entry to the Receiver's account, whichever is later.

#### **Pre-Notification and Rejection of Pre-Notification**

You may send pre-notifications at least six (6) Business Days prior to initiating an authorized Entry to a particular account, in a format and medium as provided by the NACHA Rules. You may also initiate a new pre-notification when any changes are made to an account number, financial institution, individual identification number or as otherwise stated in the NACHA Rules. If you receive notice that any such notification has been rejected by an RDFI or that an RDFI will not receive Entries without having first received a copy of the authorization signed by its recipient, you will not initiate any Entry to such recipient(s) except after providing the RDFI with such authorization within the time limits provided in NACHA Rules or except after the cause for rejection is resolved and a subsequent pre-notification has been accepted as provided in the NACHA Rules. Your failure to perform pre-notifications may result in transactions being rejected by the RDFI.

#### **Participant Authorization for Entries**

To the extent required by the NACHA Rules or Applicable Law, you will obtain all consents and written authorizations for all Entries in accordance therewith. Such authorizations and disclosures shall be in a form that complies with all requirements of the NACHA Rules, together with any applicable requirements of Regulation E, the Federal Electronic Funds Transfer Act and

all other applicable federal and state laws and regulations, as such may be amended from time to time. This includes but is not limited to sanctions enforced by OFAC. It shall further be your responsibility to obtain and maintain current information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at (800) 540-OFAC or by visiting the OFAC website at [www.ustreas.gov/ofac](http://www.ustreas.gov/ofac).) Each Entry will be made according to such authorization and shall comply with the NACHA Rules. No Entry will be initiated by you after such authorization has been revoked or the arrangement between you and such Receiver or other party has terminated.

You shall retain all consents and authorizations for the period required by the NACHA Rules. You will furnish to Receiver, or to us upon our request, an original or a copy of an authorization as required under or for any purpose required by the NACHA Rules. No investigation or verification procedure undertaken by us shall be deemed to limit or waive these obligations.

#### **Reversing or Re-Initiating Entries/Files**

If you discover that any Entry or file you initiated was in error, you may notify us of such error, and we will utilize reasonable efforts on your behalf, consistent with the NACHA Rules, to correct the Entry or file by initiating a reversal or adjustment of such Entry or file. In all such cases, it shall be your responsibility to notify the affected Receiver that an Entry or file has been made which is at variance with the authorization or is otherwise erroneous. You indemnify us against any claim by any Receiver that a reversing Entry or file requested by you is wrongful. You understand and acknowledge that certain RDFIs may not or cannot comply with such reversal and that, in such an event, we will debit your Settlement Account in the amount of the provisional credit applied to the Settlement Account for such Entry or file.

You may not re-initiate Entries except as may be prescribed by the NACHA Rules.

#### **Available Funds for Credit Entries; Pre-Funding**

We may, without prior notice or demand, obtain payment of any amount due and payable to us under this section regarding ACH Origination by debiting your Settlement Account.

You agree to provide Available Funds in the Settlement Account for the total amount of all credit Entries submitted to us for processing. Your Settlement Account will generally be debited on the Settlement Date of the Entries/files. If your Available Funds at the time of a requested credit Entry are less than the amount of the credit Entry, we may reject your request for a credit Entry; but if we, in our sole discretion, do accept such a request, you agree that we may, without prior notice to you and in addition to our exercise of other rights contained in this Agreement, debit any Deposit Account maintained by you with us or that we may set-off against any amount we owe to you, in order to obtain payment of your obligations for ACH Origination.

Notwithstanding the above, we may in our sole discretion require, as a condition of initiating ACH credit Entries/files, that you irrevocably provide Available Funds in the Settlement Account

for the total amount of all ACH credit Entries/files submitted to us for processing two (2) Business Days prior to the Effective Date of the transactions ("Pre-Funding"). We will place a hold on funds in the Settlement Account equal to the total amount of the ACH credit Entries on the Business Day that we begin processing your ACH file, and your Settlement Account will be debited on the Settlement Date of the Entries/files, simultaneously with removal of the hold on funds in the Settlement Account.

You acknowledge and agree that any failure by you to make payment to us as described in this section regarding ACH Origination and this Agreement generally may constitute an event of default under any other agreement for credit that you or any of your affiliates has with us or any affiliate of ours. You further acknowledge and agree to execute and deliver any further documents and instruments as we may require to effectuate the cross-default contemplated hereby.

### **Credits to Your Account**

You will receive immediately Available Funds credited to your Account for any debit Entry initiated by you or any returned credit Entry on the Settlement Date applicable thereto; provided that we reserve the right to delay the availability of funds derived from debit Entries for good cause in our reasonable determination.

### **Charges and Your Account**

You will compensate us for applicable fees associated with the ACH Service as provided in our Fee Schedule.

Entries transmitted through Online Banking or debited or credited to a Receiver's account maintained with us will be reflected on your Online Banking daily history and on your periodic Deposit Account statement issued by us with respect to the Settlement Account. You agree to check the daily history of the Settlement Account(s) on the day after the Settlement Date and to notify us immediately of any discrepancies between your records and the daily history reflected in Online Banking. You also agree to notify us promptly as required by the BUSINESS ACCOUNT STATEMENTS section of this Part of this Agreement of any discrepancy between your records and the information shown on the periodic statement for the Settlement Account(s). If you fail to notify us of any such discrepancy as required by this paragraph, you agree that our liability for any losses you may incur with respect to a transaction shown on the daily history or periodic statement shall be limited as set forth in this Agreement.

### **Liability**

In addition to other provisions of this Agreement, we shall not be responsible for your acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from you) or those of any other person, including, without limitation, any Federal Reserve Bank or transmission or communications facility, any Receiver or

RDFI (including without limitation, the return of an Entry by such Receiver or RDFI), and no such person shall be deemed our agent. In addition, we shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in our having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in our otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

### **Your Representations and Agreements; Indemnification**

In addition to your representations, agreements and warranties otherwise described in this Agreement, you further represent and warrant to us and agree, with respect to each and every Entry transmitted by you or by any Third-Party Service Provider on your behalf as further described in this section on ACH Origination, that:

- (i) each person shown as the Receiver on an Entry received by us from you has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry;
- (ii) each authorization is operative at the time of transmittal, crediting or debiting by us as provided herein;
- (iii) Entries transmitted to us by you are limited as set forth in this section on ACH Origination;
- (iv) You shall perform your obligations under this section on ACH Origination in accordance with all Applicable Laws, regulations and orders, including, but not limited to, the transaction screening and sanctions laws, regulations and orders administered by OFAC; laws, regulations and orders administered by FinCEN; and any state laws, regulations or orders applicable to the providers of ACH payment services;
- (v) You shall be bound by and comply with the provisions of the NACHA Rules (among other provisions of the NACHA Rules) that make payments of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry;
- (vi) You specifically acknowledge that you have received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount of the Entry;
- (vii) with respect to Prearranged Payment and Deposit (PPD) and Corporate Credit or Debit (CCD) Entries that you may initiate, you shall comply with and be subject to all requirements of the NACHA Rules with respect to such Entries;

(viii) with respect to any IATs that you may be permitted by us to initiate, in our sole and exclusive discretion and from time to time, that you shall (a) classify and format payments transmitted to or received from a financial agency outside the U.S. as IATs in accordance with the NACHA Rules, (b) provide data necessary to accompany the transaction in compliance with the Bank Secrecy Act's "Travel Rule," (c) screen IATs prior to transmitting any file(s) of Entries to Bank in accordance with the requirements of OFAC and comply with OFAC sanctions, and (d) otherwise comply with and be subject to all other requirements of the Rules and OFAC, as well as the laws and payment rules of a non-U.S. foreign destination;

(ix) as to any Internet-initiated (WEB) ACH Entries that you may be permitted by us to initiate, in our sole and exclusive discretion and from time to time, that (a) you employ commercially reasonable detection systems to minimize risk of fraud related to Internet-initiated payments, (b) you employ commercially reasonable procedures to verify validity of routing numbers, (c) you employ commercially reasonable methods of authentication to verify the identity of the Receiver, (d) you employ commercially reasonable security technology that at a minimum is equivalent to 128-bit encryption technology, and (e) where required by the NACHA Rules and/or us, you conduct annual audits as to your security practices and procedures that include, at a minimum, verification of adequate levels of (1) physical security to protect against theft, tampering, or damage, (2) personnel and access controls to protect against unauthorized access and use and (3) network security to ensure secure capture, storage, and distribution;

(x) as to any Telephone-Initiated (TEL) Entries that you may be permitted by us to initiate, in our sole and exclusive discretion and from time to time, that you (a) have employed commercially reasonable procedures to verify the identity of the Receiver, and (b) have utilized commercially reasonable procedures to verify that routing numbers are valid;

(xi) as to any Accounts Receivable (ARC) Entries that you may be permitted by us to initiate, in our sole and exclusive discretion and from time to time, that (a) the amount of the Entry, the routing number, the account number, and the check serial number are in accordance with the source document, (b) you will retain a reproducible, legible image, microfilm, or copy of the front of the Receiver's source document for each ARC Entry for two (2) years from the Settlement Date of the ARC Entry, (c) you have employed commercially reasonable procedures to securely store (1) all source documents until destruction and (2) all banking information relating to ARC Entries, and (d) you have established reasonable procedures under which the Receiver may notify you that receipt of Receiver's checks does not constitute authorization for ARC Entries to the Receiver's account and that you will allow the Receiver to opt-out of check conversion activity;

(xii) as to any Back Office Conversion (BOC) Entries that you may be permitted by us to initiate, in our sole and exclusive discretion and from time to time, that (a) you have employed commercially reasonable procedures to verify the identity of the Receiver, (b) you have established and maintain a working telephone number for Receiver inquiries regarding the transaction that is answered during normal business hours and that such number is displayed on

the notice required by the NACHA Rules for BOC Entries, (c) the amount of the Entry, the routing number, the account number and the check serial number are in accordance with the source document, (d) you will retain a reproducible, legible image, microfilm, or copy of the front of the Receiver's source document for each BOC Entry for two (2) years from the Settlement Date of the BOC Entry, (e) you have employed commercially reasonable procedures to securely store (1) all source documents until destruction and (2) all banking information relating to BOC Entries;

(xiii) as to any Point-of-Purchase (POP) Entries that you may be permitted by us to initiate, in our sole and exclusive discretion and from time to time, that the source document provided to you for use in obtaining the Receiver's routing number, account number, and check serial number for the initiation of the POP Entry (a) is returned voided to the Receiver after use by you and (b) has not been provided to the Receiver for use in any prior POP Entry; and

(xiv) as to any Returned Check (RCK) Entries that you may be permitted by us to initiate, in our sole and exclusive discretion and from time to time, that (a) all signatures on the item are authentic and authorized, (b) the item has not been altered, (c) the item is not subject to a defense or claim, (d) the Entry accurately reflects the item, (e) the item will not be presented unless the related Entry has been returned by the RDFI, (f) the information encoded after issue in magnetic ink on the item is correct and (g) any restrictive endorsement placed on the item is void or ineffective.

You shall indemnify and hold us harmless from any Losses claimed by or otherwise involving third parties and resulting from or arising out of any breach of the foregoing warranties, representations or agreements. You shall also indemnify and hold us harmless from any claim of any person that we are responsible for any your acts or omissions regarding any Entry received from you or those of any other person related thereto, including, without limitation, any Federal Reserve Bank, ACH Operator or transmission or communications facility, any Receiver or RDFI. Your indemnification obligation described here shall survive termination of the Agreement or the ACH Service.

### **Third-Party Service Provider**

Subject to our prior approval and in our sole and exclusive discretion, you may appoint a third party to act as your agent to process Entries on your behalf and for purposes of the services provided hereunder ("Third-Party Service Provider"), as set forth in the ACH Service's set-up or enrollment process. All data received by us from Third-Party Service Provider, including Entries and instructions (and corrections or adjustments thereto), are hereby authorized by you. All acts and omissions of Third-Party Service Provider shall be the acts, omissions and responsibility of you and shall be governed by the provisions of this section on ACH Origination and the Agreement. You agree, jointly and severally with Third-Party Service Provider, to indemnify and hold us harmless from any and all Losses claimed by or otherwise involving third parties (including, without limitation, the reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceedings, whether or not we shall be

designated a party thereto) relating to or arising out of the acts or omissions of Third-Party Service Provider on your behalf. You and Third-Party Service Provider shall execute any such other agreement(s) or documents as deemed necessary or appropriate by us prior to the initiation or continuation by Third-Party Service Provider of any services on your behalf. Notice of any termination of Third-Party Service Provider's authority to transmit data and instructions to us on your behalf shall be given to us in writing. The effective date of such termination shall be ten (10) Business Days after we receive written notice of such termination. You agree that we retain the right to reject any Third-Party Service Provider and any Entries initiated by your Third-Party Service Provider in our sole discretion.

Also subject to our prior approval and in our sole and exclusive discretion, you may elect to use the ACH Service to process Entries on behalf of your clients, who may or may not be customers of ours (defined as a "Third-Party Sender" under the NACHA Rules), as well as on your own behalf. You shall execute any such other agreement(s) or documents as deemed necessary or appropriate by us prior to the initiation or continuation by you of any ACH services in the capacity of a Third-Party Sender. You agree that we retain the right to reject any request by you to engage in Third-Party Sender activities as well as any Entries initiated by you in such capacity, in our sole discretion.

#### **Inconsistency of Name and Account Number**

You acknowledge and agree that if an Entry describes a Receiver inconsistently by name and account number, payment of an Entry transmitted to an RDFI may be made by the RDFI (or by us for an On-Us Entry) on the basis of the account number, even if it identifies a person different from the named Receiver, and that your obligation to pay the amount of Entry to us is not excused in such circumstances. Similarly, if the Entry describes an RDFI inconsistently by name and routing number, payment may be made based on the routing number, and you shall be liable to pay that Entry.

#### **Financial Institutions Unable to Accept ACH Transactions**

If you submit Entries to us relating to an RDFI which is not a participant in an ACH network or submit an Entry which has a same-day settlement, we may (i) reject each such Entry and use reasonable efforts to notify you thereof, or (ii) we may offset the Settlement Account upon receiving a return transaction from the ACH Operator and notify you of such transaction.

#### **Data Retention**

You shall retain data on file adequate to permit remaking of Entries for one (1) year following the date of their transmittal by us as provided herein, and shall provide such data to us upon request. Without limiting the generality of the foregoing provision, you specifically agree to be bound by and comply with all applicable provisions of the NACHA Rules regarding the retention of documents or any record, including, without limitation, your responsibilities to retain all items, source documents and records of authorization, in accordance with the NACHA Rules.

## **Data Breaches**

You agree that you will adopt and implement commercially reasonable policies, procedures and systems to provide security as to the information being transmitted and to receive, store, transmit and destroy data or information in a secure manner to prevent Data Breaches, as set forth in this Agreement, including but not limited to, Consumer-Level ACH Data.

You will provide prompt and accurate notification to us as required under the Agreement with regard to any Data Breaches when known or reasonably suspected by you, including but not limited to, Data Breaches to Consumer-Level ACH Data, and will take all reasonable measures to determine the scope of any data or transactions affected by any Data Breaches, providing all such determinations to us.

## **Audit**

We have the right to periodically audit you and your compliance with the NACHA Rules, U.S. law and our policies, including, but not limited to, this Agreement.

## **Records**

All electronic or other files, Entries, security procedures and related records used by us for transactions contemplated by this section regarding ACH Origination shall be and remain our property. We may, in our sole discretion, make such information available upon your request. Any expenses incurred by us in making such information available to you shall be paid by you.

## **Termination**

The parties may terminate the ACH Service in accordance with the terms and conditions of the Agreement. In addition, if you breach the NACHA Rules or cause us to breach the NACHA Rules, the ACH Service may be terminated or suspended by us upon ten (10) Business Days' notice, or such shorter period as may be provided in this Agreement. Any termination of the ACH Service or this Agreement shall not affect any of our rights and your obligations with respect to Entries initiated by you prior to termination or your payment obligations with respect to services performed by us prior to termination or any other obligations or provisions that survive termination of the ACH Service or this Agreement.

## **Cooperation in Loss Recovery Efforts**

In the event of any damages for which you or we may be liable to the other or to a third party relative to the ACH Service, both parties shall undertake reasonable efforts to cooperate with the other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that you or we may be obligated to defend or elect to pursue against a third party.

## **B. ADDITIONAL TERMS AND CONDITIONS FOR NON-CONSUMERS ONLY**

## **ADMINISTRATOR(S) AND AUTHORIZED USERS**

You must designate an Administrator as part of the Online Banking set-up and enrollment process. You are solely responsible for designating your Administrator.

Where permitted by the Service, the Administrator may designate other Administrators and/or Authorized Users. Notwithstanding the foregoing, we recommend, as an additional security procedure, that you designate only one Administrator at a time. You accept as your sole responsibility the Administrator's designation of other Administrators and Authorized Users. You understand that the Administrator will control, and you authorize the Administrator to control, access by other Administrators and Authorized Users of Online Banking by issuing Login IDs and passwords. The Administrator(s) may add, change or terminate your Authorized User(s) or de-activate a Login ID and password from time to time and in his/her sole discretion. We do not control access by any of your Authorized Users to any part or feature of Online Banking. In the event that you designate more than one Administrator, we recommend that you manage your use of Online Banking by requiring dual approval to set up new Authorized Users.

You will require each Administrator and each Authorized User to review and comply with all provisions of the Agreement. You acknowledge and agree that you are fully responsible for the failure of any Administrator or any Authorized User to so comply. You are responsible for any payment, transfer and other use of Online Banking and any charges incurred by any Administrator and any Authorized User, even if such Administrator or Authorized User exceeds his/her authorization as established by you.

If an Authorized User authorizes other persons/entities to use the Authorized User's Login ID, password and Security Procedures in any manner, such authorization will be considered unlimited in amount and manner until you have changed the subject Authorized User's Security Procedures. We will not be liable for and will not reimburse you for any Losses that may occur as a result of this authorized use of an Authorized User's Security Procedures.

## **ADDITIONAL SECURITY PROVISIONS**

You agree that the following additional security provisions govern your use of the Service:

- You are liable for all transactions that you or any Authorized Users actually make or authorize, even if that person exceeds your authority. You will also be liable for all transactions by an Authorized User until you have terminated the Authorized User's authority via Online Banking. You are also liable for any and all unauthorized use that occurs before you have notified us that your Login ID and password, or other access means in your possession or control, have been lost or stolen or used without your authority and before we have had a reasonable opportunity to act.
- Your use of the Service constitutes your agreement that our Security Procedures are commercially reasonable. You acknowledge and agree that the security procedures are not

designed to detect errors in the content of instructions or transactions. You also understand and agree that the Security Procedures, even when properly implemented by us and by you, do not provide a guarantee against unauthorized access to information or unauthorized transactions. Accordingly, you agree to assume risks in connection with the establishment and/or use of the Service. Without limiting the generality of the foregoing, you agree that if Account information is accessed, or if an instruction is made (such as a transfer or payment order), by a person using your Login ID, password and other Security Procedures, we may treat that access request or instruction as being authorized by you if we follow the security procedures (regardless of whether or not it was actually authorized by you), and you agree to be bound by any transactions implemented through those instructions, subject to Applicable Law.

YOU AGREE THAT ANY ELECTION YOU MAY MAKE TO WAIVE, CHANGE (WHERE PERMITTED BY US IN OUR SOLE AND EXCLUSIVE DISCRETION) OR DISREGARD THE SECURITY PROCEDURES ASSOCIATED WITH THE SERVICE ARE AT YOUR SOLE RISK. YOU FURTHER AGREE THAT ANY PAYMENT, TRANSFER OR OTHER REQUEST TRANSMITTED OR PURPORTED TO BE TRANSMITTED BY YOU BY WAIVING, CHANGING OR DISREGARDING THE SECURITY PROCEDURES SHALL BE TREATED AS AUTHORIZED, AND YOU SHALL BE RESPONSIBLE FOR ANY LOSS RESULTING IN WHOLE OR IN PART FROM SUCH WAIVER.

- You agree to adopt and implement your own commercially reasonable policies, procedures and systems to provide security to information being transmitted and to receive, store, transmit and destroy data or information in a secure manner to prevent loss, theft or unauthorized access to data or information (“Data Breaches”). You also agree that you will promptly investigate any suspected Data Breaches and monitor your systems regularly for unauthorized intrusions. You will provide timely and accurate notification to us of any Data Breaches when known or reasonably suspected by you and will take all reasonable measures, which may include, without limitation, retaining competent forensic experts, to determine the scope of data or transactions affected by any Data Breaches and promptly provide all such information to us.

- OUR SECURITY PROCEDURES ARE STRICTLY CONFIDENTIAL AND SHOULD BE DISCLOSED ONLY TO THOSE INDIVIDUALS WHO ARE REQUIRED TO KNOW THEM. IF A SECURITY PROCEDURE INVOLVES THE USE OF LOGIN IDs, PASSWORDS OR OTHER SECURITY PROCEDURES, YOU SHALL SAFEGUARD THEM AND MAKE THEM AVAILABLE ONLY TO DESIGNATED INDIVIDUALS. YOU HAVE THE SOLE RESPONSIBILITY TO INSTRUCT THOSE INDIVIDUALS THAT THEY MUST NOT DISCLOSE OR OTHERWISE MAKE AVAILABLE TO UNAUTHORIZED PERSONS THE SECURITY PROCEDURES. YOU HAVE THE SOLE RESPONSIBILITY TO ESTABLISH AND MAINTAIN PROCEDURES TO ENSURE THE CONFIDENTIALITY OF ANY PROTECTED ACCESS TO THE SECURITY PROCEDURE.

#### **LIMITATION OF LIABILITY**

Except to the extent otherwise required or provided in this Agreement or by Applicable Law, our liability in connection with the Service will be limited to actual Losses sustained by you and only

to the extent such Losses are a direct result of our gross negligence, willful misconduct or bad faith. IN NO EVENT SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INDIRECT LOSS OR DAMAGE THAT YOU MAY SUFFER OR INCUR IN CONNECTION WITH THE SERVICE, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, LOST EARNINGS OR PROFITS, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM OUR ACTS, OR FOR ANY INDEMNIFICATION CLAIM, WHETHER CONTRACTUAL, EQUITABLE OR OTHER, REGARDLESS OF WHETHER THE LIKELIHOOD OF SUCH CLAIM, LOSS OR DAMAGE WAS KNOWN BY US AND REGARDLESS OF THE BASIS, THEORY OR NATURE OF THE ACTION ON WHICH A CLAIM IS ASSERTED. Except to the extent otherwise required or provided in this Agreement or by Applicable Law, our aggregate liability to you for all Losses incurred in connection with any single claim shall not exceed an amount equal to the monthly billing to you for the Service over the six (6) month-period immediately preceding the date on which the damage or injury giving rise to such claim is alleged to have occurred.

Notwithstanding the foregoing, but subject to your compliance with the reporting requirements of the BUSINESS ACCOUNT STATEMENTS section of this Agreement, if you incur a Loss pursuant to a transaction that you have properly processed through the Service in accordance with the Internet "help" instructions or other instructions provided to you, due to our gross negligence or willful misconduct in the handling of such transaction, we will be responsible for returning any improperly transferred funds, with interest at the rate paid by us at such time on statement savings accounts, from the date of such error to, but not including, the date such funds are returned to the Account from which the funds were withdrawn and for directing to the proper recipient any payments or transfers that were previously misdirected or not completed. RE-CREDITING OF YOUR ACCOUNT AND RE-DIRECTING OF PAYMENTS AND TRANSFERS, AND INTEREST ONLY AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, SHALL CONSTITUTE OUR ENTIRE LIABILITY FOR INCOMPLETE OR INCORRECT PAYMENTS OR TRANSFERS, AND YOU AGREE THAT YOU SHALL NOT BE ENTITLED TO ANY OTHER RECOVERY OR RELIEF. At our option, payment of such interest may be made by crediting an Account of yours with us.

We and you acknowledge and agree that the limitations of liability in this section and the indemnification obligations in the section below, as well as elsewhere in this Agreement, are a bargained for allocation of risk and liability, and the parties agree to respect such allocation of risk and liability. You acknowledge and agree that we would not enter into this Agreement without the limitations of liability and the indemnification obligations set forth in this Agreement.

The limitations of liability contained in this Agreement shall survive termination of this Agreement.

## **INDEMNIFICATION**

Except as otherwise expressly prohibited or limited by Applicable Law, you will indemnify and hold us harmless from any and all Losses of any kind (including, without limitation, the

reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceedings, whether or not we shall be designated a party thereto) which may be incurred by us due to any third party claim against us relating to or arising out of:

(i) any claim of any person that (a) we are responsible for any act or omission of yours or (b) your payment order contravenes or compromises the rights, title or interest of any third party or contravenes any law, rule, regulation, ordinance, court order or other mandate or prohibition with the force or effect of law;

(ii) any failure by you to observe and perform properly all of your obligations hereunder or any wrongful act of yours or any of your affiliates;

(iii) any breach by you of any of your warranties, representations, covenants or agreements;

(iv) any action taken by us in reasonable reliance upon information provided to us by you or any affiliate or subsidiary of yours; and

(v) any legal action that we respond to or initiate, including any interpleader action we commence, involving you or your Account(s), including without limitation, any state or federal legal process, writ of attachment, execution, garnishment, tax levy or subpoena.

The indemnification provisions contained in this Agreement shall survive termination of this Agreement.

#### **BUSINESS ACCOUNT STATEMENTS**

You will continue to receive regular Account statements that describe all transactions for the Accounts, including the transactions that you have initiated through the Service. You are responsible for reviewing the transaction reports we provide on-line and in your periodic statements to detect unauthorized or suspicious transactions. In addition to any other provision hereof regarding authorization of transactions using the Service, all transactions will be deemed to be authorized by you and to be correctly executed sixty (60) days after we sent or made available to you a statement showing that transaction (unless a longer period of time is required by Applicable Law), unless you have provided written notice that the transaction was unauthorized or erroneously executed within that period. You also agree to tell us promptly about any change in your address, so that we may send your monthly statements to your correct address.

A copy of any documentation provided to you that indicates that an EFT was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

#### **ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSACTIONS**

Errors or Questions

Call us, send us a secure email or write to us using the information provided above under YOUR COMMUNICATIONS WITH ROCKLAND TRUST immediately if you think:

- your statement or transaction record is wrong, or
- you need more information about a transaction listed on the statement.

We are going to need to know the following:

- Your business name and the Account number;
- A description of the error or the transfer you are unsure about and an explanation of why you believe it is an error or why you need additional information;
- The dollar amount of the suspected error; and
- For a Bill Payment Service issue – the checking Account number used to pay the bill, Payee name, date the payment was scheduled, payment amount, reference number and Payee account number for the payment in question.

We will tell you the results of our investigation within a reasonable time after we hear from you.

#### **Unauthorized Online Transactions**

Notify us at once if you believe your Login ID or password has been stolen or compromised. This will ensure the best protection of your Account(s) and avoid the possibility of unauthorized withdrawals. In addition, notify us at once if you believe someone has transferred or may transfer money from your Account(s) without your permission, or if you suspect any fraudulent activity on your Account.

To notify us, please contact us using the information provided above under YOUR COMMUNICATIONS WITH ROCKLAND TRUST.

You should not give anyone your Login ID or password. If you do so, including someone other than an Authorized User, you are authorizing that person to use your Service, and you are responsible for all Online Transactions the person performs using your Service. All transactions that person performs, even transactions you did not intend or want performed, are authorized transactions. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. For your protection, you should sign-off after every Online Banking session and close your browser to ensure confidentiality.

#### **YOUR REPRESENTATIONS, WARRANTIES, AND COVENANTS**

By requesting and enrolling in the Service, you represent and warrant that:

- (a) You have completed all internal and/or corporate actions necessary to request and enroll in the Service;

(b) You have furnished us with all documents necessary to evidence your ability to request and enroll in the Service;

(c) Any and all documents that you provide to us are duly authorized, true, accurate, and complete in all respects;

(d) Every person named as an Authorized Representative is duly authorized and has complete and full authority to bind you in all transactions involving the Service;

(e) You have procured any and all required licenses and filings regarding your business, including (but not limited to) any filings for fictitious trade names under which you may conduct business;

(f) You will use the Service for business and/or commercial purposes only, and you will not use them for personal, family, or household purposes; and

(g) Subject to applicable bankruptcy, insolvency and moratorium laws as well as principles of equity, this Agreement constitutes your valid and legally binding obligation, enforceable against you in accordance with its terms.

You also covenant and agree that you shall promptly inform us in writing of any changes in your organization, ownership, or in the authority of any Authorized Representative(s) with respect to your use of the Service and/or any transactions relating to the Service. You also agree to provide us with any additional documents regarding your use of the Service that we may request from time to time.

#### **ADDITIONAL REPRESENTATIONS AND WARRANTIES OF GOVERNMENTAL UNITS**

For purposes of this section, "Governmental Unit" means (A) any town, city, school district or school administrative unit of any nature, water district, sewer district, sanitary district, housing authority, hospital district, municipal electric district, county or other political subdivision, government agency, bureau, department or other instrumentality, or quasi-governmental corporation or entity defined by applicable law, and (B) any state government or any agency, department, bureau, office or other instrumentality thereof.

(a) If you are a Governmental Unit of the type included in (A) above, you and the individual executing to or otherwise agreeing to the terms of this Agreement represent, warrant and agree:

(i) that this Agreement has been duly executed by the Treasurer, Finance Director, or other financial officer authorized by law to make disbursements of governmental funds and enter into banking agreements;

(ii) that this Agreement has been duly authorized by a vote of your governing body that was duly called and noticed, at which the necessary majority voted to authorize this Agreement, as

evidenced by the certification of the Secretary of the governing body and provided with this Agreement;

(iii) that only persons authorized to disburse municipal funds from any Account will be enrolled as Authorized Users having access to wire transfer, ACH or Account transfer functions;

(iv) that if this Agreement remains in effect for more than one budget year, upon our request, you will ratify and provide evidence of the renewal of this Agreement in subsequent years; and

(v) that this Agreement is your valid and binding obligation, enforceable against you in accordance with its terms.

(b) If you are a Governmental Unit of the type included in (B) above, you and the individual executing to or otherwise agreeing to the terms of this Agreement represent, warrant and agree:

(i) that this Agreement has been duly executed by a financial officer authorized by law to make disbursements of governmental funds and enter into banking agreements on your behalf;

(ii) that this Agreement has been duly authorized by a senior officer of yours;

(iii) that you have complied with all state laws and regulations, including any regulations or policies adopted by you with respect to electronic commerce in entering into and performing this Agreement and any related ACH or wire transfer agreement;

(iv) that only persons authorized to disburse your funds from any Account will be enrolled as Authorized Users having access to wire transfer, ACH or Account transfer functions; and

(v) that this Agreement is your valid and binding obligation, enforceable against you in accordance with its terms.

(c) If you are of the type included in either (A) or (B) above, you and the individual executing to or otherwise agreeing to the terms of this Agreement further represent, warrant and agree:

(i) that upon our request, you shall provide evidence of those persons authorized to disburse your funds as described in (a)(iii) and (b)(iv) above;

(ii) that upon our request, you will certify your compliance with (a) or (b), as applicable, on an annual basis; and

(iii) that you will provide notice to us if any person authorized to disburse your funds as described in (a)(iii) and (b)(iv) is no longer so authorized or his/her position of such authority is terminated for any reason.

**DISPUTE RESOLUTION BY BINDING ABITRATION: PLEASE READ CAREFULLY BECAUSE THIS AFFECTS YOUR RIGHTS**

1. Rockland Trust is committed to resolving disputes fairly. Most concerns can be quickly resolved by calling our Customer Information Center at 800.222.2299. In the unlikely event that a complaint is not resolved to your satisfaction, in order to resolve things in a cost-efficient manner both you and the Bank agree to take disputes regarding your deposit accounts to binding arbitration or small claims court.

The arbitration provision below is intended to make arbitration convenient and inexpensive.

Arbitration is more informal than a lawsuit and uses a neutral arbitrator, instead of a judge or jury, to make a final decision about who wins. The arbitrator can order that money be paid or other actions be taken. Any arbitration will take place on an individual basis. Class arbitrations and class actions are not permitted.

## 2. ARBITRATION PROVISION.

(a) Either you or we can require individual arbitration of all disputes and claims between you and the Bank with respect to your deposit accounts. The agreement to arbitrate is intended to be broadly interpreted and includes, but is not limited to, any and all claims:

- 1) arising out of, or related to your deposit accounts, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory;
- 2) that arose before this Agreement or any agreement before this Agreement that governed the terms and conditions of your deposit accounts (including, but not limited to, advertising claims); and,
- 3) that are currently the subject of purported class action litigation in which you are not a member of a certified class.

Notwithstanding the foregoing, either you or the Bank may choose to bring an action in Massachusetts small claims court with respect to your deposit accounts. This arbitration provision does not preclude you from bringing issues regarding your deposit accounts to the attention of federal, state, or local bank regulators or agencies, including, for example, the Federal Deposit Insurance Corporation or the Massachusetts Division of Banks. Those agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Agreement you and Rockland Trust are each waiving the right with respect to your deposit accounts (1) to proceed in any court (other than Massachusetts small claims court), (2) to a trial by jury, and (3) to participate in a class action. This arbitration provision evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

While this arbitration provision is intended to have the broadest and most comprehensive effect possible with respect to any disputes between us related to your deposit accounts, any disputes arising from any loan or line of credit which Rockland Trust has made to you are expressly

excluded from this arbitration provision and are governed instead by the terms and conditions of our loan or line of credit documents.

(b) A party who wishes to arbitrate must send, by certified mail, a written Notice of Dispute (the "Notice"). Any Notice to Rockland Trust should be addressed to the General Counsel, Rockland Trust Company, 288 Union Street, Rockland Massachusetts 02370 ("Notice Address"). You may download a form for the Notice from our website or write the Notice yourself. The Notice must describe your claim and clearly state what you want us to do. If we do not reach an agreement to resolve the claim within 30 days after the Notice is received, either you or Rockland Trust may commence an arbitration proceeding.

(c) The arbitration will be governed by the rules of the American Arbitration Association ("AAA"), as they may be modified by this provision. The AAA rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of this provision. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of this arbitration provision are for a court to decide. Unless we agree otherwise, any arbitration will take place in the county where your primary office is located. During the arbitration, the amount of any settlement offer made by Rockland Trust or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you are entitled. If your claim is for \$2,500 or less, we agree that you may choose whether arbitration will be conducted solely on the basis of documents submitted, through a hearing by telephone, or by an in-person hearing. If your claim exceeds \$2,500, the right to a hearing will be determined by the AAA rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator can order that Rockland Trust pay you money or issue an equitable order called an injunction that we take other actions. The arbitrator may issue an injunction only for you, and then only to the extent necessary to provide the equitable relief warranted by your individual claim.

(d) YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST ROCKLAND TRUST ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. Unless you and us both agree otherwise, the arbitrator may not consolidate more than one person's claims and may not preside over any form of a representative or class proceeding. If this class action waiver is found to be invalid or unenforceable, then the entirety of this arbitration provision shall be null and void.

#### **JURY TRIAL WAIVER**

IN THE EVENT THAT THE FOREGOING ARBITRATION PROVISION IS OR BECOMES INAPPLICABLE FOR ANY REASON, WE AND YOU EACH AGREE THAT NEITHER US NOR YOU SHALL (I) SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER ACTION BASED UPON, OR ARISING OUT OF, THIS AGREEMENT OR ANY ACCOUNT OR THE DEALINGS OF OR THE RELATIONSHIP BETWEEN US AND YOU, OR (II) SEEK TO CONSOLIDATE ANY SUCH ACTION WITH

ANOTHER IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER WE NOR YOU HAS AGREED WITH OR REPRESENTED TO THE OTHER THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. WE AND YOU EACH ACKNOWLEDGE THAT THIS WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE.

The provisions of this section shall survive termination of this Agreement.

### **YOUR USE OF THE SERVICE WITH DESIGNATED AFFILIATES**

If you are a Non-Consumer, this section governs your use of the Service in conjunction with certain Designated Affiliates of yours (as defined below), as applicable and as may be approved by us from time to time.

#### **Scope of this Section**

This section relates to (i) our provision of the Service described in and associated with the Agreement to any Designated Affiliates of yours in relation to each such party's own Accounts with us, (ii) transfers of funds between and among your Accounts and Accounts maintained by any Designated Affiliates ("Internal Transfers"), (iii) the scheduling and initiation of bill payments to third party payees from your Account(s) or any Designated Affiliate's Account(s) ("Bill Payments"), and (iv) transfers of funds from your Account(s) or any Designated Affiliate Account(s) to external parties by ACH transfer or wire transfer ("External Transfers"), as may be permitted and described in the Agreement. The permitted scope of Internal Transfers, Bill Payments and External Transfers is described in this section. You and all Designated Affiliates agree to be bound by and jointly and severally liable for the terms and conditions set forth in this section, in the Agreement and in any schedule or similar attachment to the Agreement, as may be made available by us from time to time, and agree that each obligation of yours shall be performed by and be the responsibility of all of the Designated Affiliates.

#### **Designated Affiliates**

For purposes of this section, "Designated Affiliate" means any corporation or other entity related to or affiliated with you, that:

(i) desires, by means of the Service, to authorize and engage in the Internal Transfers, Bill Payments and External Transfers described in this section; and

(ii) directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with you (where "control," "controls" and "controlled" means ownership of more than fifty percent (50%) of the shares or other equity interests entitled to vote for the election of directors or otherwise select the person(s) authorized to manage an entity); and

(iii) you designate to us in writing or otherwise in accordance with the requirements of the Service and such other application, schedule, exhibit, set-up or other form or document as we may require from time to time (hereinafter an "Affiliate Use Form").

In the event you and any Designated Affiliates that agree to this Agreement wish to add or otherwise make changes to any Designated Affiliates subsequent to the effective date of this Agreement, you and each Designated Affiliate agree to execute such other riders, documents and related agreements as we may require, including without limitation an Affiliate Use Form.

### **Rights under this Section**

Unless otherwise reflected in the Service or noted in an Affiliate Use Form, you shall have the right, by means of the Service and upon direction of your Administrator and/or Authorized User(s) in accordance with this section, to utilize the Service as described in the Agreement to (i) view the Account(s) of any Designated Affiliate; (ii) initiate or otherwise engage in Bill Payments involving the Account(s) of any Designated Affiliate; (iii) initiate or otherwise engage in Internal Transfers involving the Account(s) of any Designated Affiliate; and (iv) initiate or otherwise engage in External Transfers involving the Account(s) of any Designated Affiliate.

Unless otherwise reflected in the Service or noted in an Affiliate Use Form, each Designated Affiliate shall have the right, by means of the Service and upon direction of your Administrator and/or Authorized User(s) in accordance with this section, to utilize the Service as described in the Agreement to (i) view your Account(s) or of any other Designated Affiliate; (ii) initiate or otherwise engage in Bill Payments involving your Account(s) or of any other Designated Affiliate; (iii) initiate or otherwise engage in Internal Transfers involving your Account(s) or of any other Designated Affiliate; and (iv) initiate or otherwise engage in External Transfers involving your Account(s) or of any other Designated Affiliate.

Unless otherwise reflected in the Service or noted in an Affiliate Use Form, individual or daily transfers between Accounts may be made in any amount not exceeding the available balance in the Account from which the transfers are made. We reserve the right to limit the frequency and dollar amount of transfers from the Accounts for security reasons. In addition, your and each Designated Affiliate's ability to transfer funds between and/or make payments from certain Accounts is limited by law and as set forth in each Deposit Account Agreement between us and you or us and the applicable Designated Affiliate. Transfers between Accounts will be processed on the Business Day they are received, provided that transactions initiated through the Service after our cut-off time and transfers initiated on a day that is not a Business Day will be processed on the next Business Day.

### **Acknowledgments**

You and each Designated Affiliate acknowledge and agree that the Service will permit you and each Designated Affiliate, acting through any Authorized User (whether or not in fact authorized in a particular case), to initiate Bill Payments, Internal Transfers and External Transfers, as further described in this section. You and each Designated Affiliate hereby expressly acknowledge and agree to comply with, abide and be governed by the terms described in the Agreement regarding Bill Payments, ACH transfers or wire transfers, as you and each Designated Affiliate's use of those services may be approved by us from time to time, in our sole and exclusive discretion. Without limiting the foregoing, you and each Designated Affiliate agree that any Bill Payment, Internal Transfer or External Transfer initiated by an Authorized User employed by any of them (or by any person utilizing the Security Procedures applicable to such Authorized User) shall be deemed an act of an Authorized User of yours or the Designated Affiliate whose funds are affected by such transfer, and all of the terms and conditions of the Agreement shall apply to such transfer as if it had been ordered by you or such Designated Affiliate.

You specifically acknowledge and agree that your rights with respect to the Account(s) of each Designated Affiliate are limited to those rights specifically described in this section, and that other features of the Service described in the Agreement may or may not be made available with respect to any Designated Affiliate's Account(s).

Each Designated Affiliate specifically acknowledges and agrees that its rights with respect to your Account(s) and of each other Designated Affiliate are limited to those rights specifically described in this section, and that other features of the Service described in the Agreement may be made available with respect to your Account(s) or the Account(s) of any other Designated Affiliate.

You and each Designated Affiliate acknowledge and agree that each Administrator and Authorized User of the Service will have the ability to exercise the rights described in this section with regard to both your and each Designated Affiliate's Account(s), subject to the terms of this section and of the Agreement.

You and each Designated Affiliate acknowledge and agree that we did not at any time solicit you and/or any Designated Affiliate for activation of this arrangement, and that we are providing the arrangement as an accommodation to and at the express request of you and each Designated Affiliate.

You and each Designated Affiliate acknowledge and agree that you are all responsible for reviewing and understanding any negative impact on them that may arise due to this arrangement or allowance of these affiliated-entity access services (for example, loss of any insurance coverage, increased possibility of liability for obligations or actions of each other in insolvency or otherwise, and increased losses due to unauthorized transactions).

You and each Designated Affiliate acknowledge and agree that the addition of any new feature of the Service(s) and associated service agreement or any new or deletion of any current Designated Affiliate(s) to this arrangement may require the execution and delivery of a new Agreement (including all associated Affiliate Use Form or additional documents required by us) by you, all current Designated Affiliate(s) and any new Designated Affiliate(s), which new Agreement shall supersede and replace any and all prior Agreement(s) involving you and any Designated Affiliate(s).

### **Representations and Warranties**

You and each Designated Affiliate represent and warrant that any and all transfers and commingling of funds permitted by the Service and described in this section, and all other aspects of the rights with respect to your Account(s) and of each other Designated Affiliate specifically described in this section, have been duly authorized by all necessary parties, including, without limitation, the accountholder of each Account, and that you and each Designated Affiliate have obtained, and shall maintain in your respective regular business records and make available to us upon reasonable demand for a period of six (6) years after the termination of this section, the Agreement or any feature of the Service, adequate documentary evidence of such authorization from the accountholder of each Account, executed by the duly authorized officer(s) of each such accountholder in accordance with that accountholder's organizational requirements. You and each Designated Affiliate further covenant and agree that each transfer or commingling of funds permitted by the Service and described in this section shall not be in violation of any of their internal policies and procedures, nor in violation of any applicable federal, state or local statute, ordinance, regulation or rule of law, or of any decree, judgment or order of any judicial or administrative authority. By enrolling in or otherwise using the Service as reflected in this section, you and each Designated Affiliate acknowledge that you and each Designated Affiliate have read and accepted the terms and conditions set forth in the Agreement and this section, and agree to be bound thereby.

## **PART IV**

### **GENERAL PROVISIONS FOR BOTH CONSUMERS AND NON-CONSUMERS**

This portion of the Agreement applies to both Consumers and Non-Consumers and describes the general terms and conditions applicable to all use of Online Banking.

### **COMPLIANCE**

You and we agree to comply with (i) the Account Agreements, and (ii) all Applicable Laws, regulations, rules and orders, including without limitation all applicable National Automated Clearing House Association ("NACHA") rules, regulations, and policies, the Uniform Commercial Code ("UCC"), the U.S. Department of the Treasury's Office of Foreign Asset Control ("OFAC") requirements, and all applicable laws, regulations and orders administered by the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN").

## **CUSTOMER IDENTIFICATION PROGRAM**

You agree to provide to us, before we begin providing any part of the Service to you, any and all information required to comply with Applicable Law and our policies and procedures relating to customer identification. If you are a Non-Consumer customer, such information may include, without limitation, official certificates of your existence, copies of your formation agreements and business resolutions or equivalent documents in a form acceptable to us, authorizing you to enter into this Agreement, to receive the Service from us pursuant hereto and to designate certain individuals as authorized to act on your behalf.

## **TRANSACTION LIMITS**

You will, upon request by us from time to time, provide us with such financial information and statements and such other documentation as we reasonably determine to be necessary or appropriate showing your financial condition, as applicable, including without limitation, assets, liabilities, stockholder's equity, current income and surplus, and such other information regarding your financial condition as we may reasonably request to enable us to evaluate our exposure or risk and establish any transaction limits that may apply for your use of the Service. Any limits established by us hereunder shall be made in our sole discretion and shall be communicated promptly to you.

In the event that providing the Service to you results in unacceptable credit exposure or other risk to us or will cause us to violate any law, regulation, rule or order to which we are subject, we may, in our sole and exclusive discretion, without prior notice or as otherwise required by Applicable Law, further limit your transaction volume or dollar amount and refuse to execute transactions that exceed any such limit, or we may terminate any or all of the Service then being provided to you.

## **OVERDRAFTS; SET-OFF**

We may, but shall not be obligated to, complete any transaction in connection with providing the Service if there are insufficient Available Funds in your Account(s) to complete the transaction. The honoring of one or more of your overdrafts, however, does not obligate us to honor any future overdrafts. If you have an "Overdraft Protection" feature with your Deposit Account, any check or debit that overdraws such Deposit Account will be honored up to your available credit limit. In the event any actions by you result in an overdraft in any of your Accounts, including but not limited to your failure to maintain sufficient balances in any of your Accounts, you shall be responsible for repaying the overdraft and any fee associated therewith immediately and without notice or demand, except as otherwise required by Applicable Law. Except to the extent prohibited or limited by Applicable Law, we have the right, in addition to all

other rights and remedies available to us, to set-off the unpaid balance of any amount owed us in connection with the Service against any debt owing to you by us, including, without limitation, any obligation under a repurchase agreement or any funds held at any time by us, whether collected or in the process of collection, or in any other Account maintained by you at or evidenced by any certificate of deposit issued by us. If any of your Accounts become overdrawn, under-funded or for any reason contain a negative balance, then we shall have the right of set-off against all of your Accounts and other property or deposit Accounts maintained with us, and we shall have the right to enforce our interests in collateral held by us to secure your debts to us arising from notes or other indebtedness now or hereafter owing or existing under this Agreement, whether or not matured or liquidated, except to the extent prohibited or limited by Applicable Law.

### **COMPUTER REQUIREMENTS**

To use the Service, you will need to provide, at your own expense, a computer or other Internet access device, software and necessary telephone lines, Internet or other connections and equipment as needed to access the Service (collectively referred to here as the "Computer"). You are responsible for the installation, maintenance and operation of the Computer. Your Internet or other web browser software must support a minimum 128-bit SSL encryption or other security measures as we may specify from time to time. We are not responsible for any errors or failures caused by any malfunction of the Computer, and we are not responsible for any virus or related problems that may be associated with the use of the Service, the Computer or other Internet access, including but not limited to any virus, trojan horse, worm, keystroke logger, rootkit, spyware, dishonest adware, crimeware and other malicious and unwanted software or related problems that may be associated with access to or use of the Service or the Computer. We recommend that you routinely scan the Computer using reliable virus protection products, and to remove any viruses found using such products. You are responsible for all Internet service provider, telephone and other similar charges incurred in connecting to the Service. From time to time, we may require that you upgrade or install software to the Computer to ensure the proper operation of the Service. You agree to promptly load any such upgrades or additional installations upon our notice to you.

### **OUR THIRD PARTIES**

You acknowledge that certain third parties, agents or independent service providers (hereinafter "Third Parties") may, from time to time, provide services ("Third Party Services") to us in connection with our provision of the Service to you and that, accordingly, our ability to provide the Service hereunder may be contingent upon the continuing availability of certain services from such Third Parties. Third Party Services may involve the processing and/or transmission of your data, instructions (oral or written) and funds. You agree that we may disclose your financial information to such Third Parties (i) where it is necessary to provide the Service requested; (ii) in

order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information; (iii) when you give your written permission; or (iv) where otherwise required or permitted by Applicable Law.

We will be responsible for the acts and omissions of our Third Parties in the same manner as if we had performed that portion of the Service ourselves, and no claim may be brought by you against such Third Parties. Notwithstanding the foregoing, any claims against us (with respect to the acts or omissions of our Third Parties) or our Third Parties shall be subject to the limitations of liability set forth in this Agreement to the same extent as if we had performed that portion of the Service ourselves. We will not be deemed to be the agent of or responsible for the acts or omissions of any person (other than our Third Parties), however, and no such person shall be deemed our agent.

### **YOUR RIGHT TO TERMINATE**

You may cancel or terminate your use of Online Banking at any time by providing us with written notice by email, postal mail or fax. Your access to Online Banking will be suspended within three (3) Business Days of our receipt of your instructions to cancel the Service. You will remain responsible for all outstanding fees and charges incurred through the date of cancellation. This cancellation applies only to your access to the Service and does not terminate your Account(s).

If you choose to cancel your access to the Service, any unprocessed transfers will be cancelled. We recommend that you cancel any scheduled transfers prior to notifying us that you are discontinuing the Service. We normally will cancel any scheduled transfers within two (2) Business Days from the date we receive your request to cancel your access to the Service. However, we are not responsible for transfers made pursuant to instructions received from you before your cancellation request was received.

If you close your Account(s), or if you no longer have any Account(s) linked to the Service, your access to the Service will automatically be discontinued, and we reserve the right to cancel any unprocessed transfers at the time of such discontinuation of the Service.

### **OUR RIGHT TO TERMINATE**

We reserve the right to terminate or suspend your use of Online Banking or any feature of the Service for any reason, at any time. We will provide you with notice of such termination to the extent required by Applicable Law.

### **CHANGE IN TERMS**

We may change the terms governing your use of Online Banking, including the terms of this Agreement or the fees and charges associated with the Service and/or any policy or procedure affecting your use of the Service, at any time. We will provide you with notice of such changes when and as required by Applicable Law. All changes will be effective upon the date provided in

the notice. However, if the change is in your favor (such as the termination or reduction of a fee), we may provide you notice of the change after it is effective. We will post any required notice of the change in terms on the Online Banking website or forward it to you by email or by postal mail, or as otherwise required by Applicable Law. Your continued use of any or all of the subject Online Banking service(s) indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reserve charges or fees in individual situations. You acknowledge and agree that the applicable Deposit Account Agreement and any associated disclosures govern changes to fees applicable to specific Accounts, including changes to those fees set forth in the Fee Schedule.

### **ELECTRONIC MAIL**

Because normal Internet email transmissions may not be secure, you agree to log into the Service and contact us electronically only through any secure messaging service that we may make available to you for any inquiries or requests that you may have regarding your Accounts. We cannot otherwise act on instructions sent by you from an external email address except through the secure messaging service that we make available to you through the Service.

We will not immediately receive email that you send. Therefore, you should not rely on email if you need to communicate with us immediately (for example, to report a lost or stolen ATM or debit card and/or password, to report an unauthorized transaction from one of your Deposit Accounts, or to report an error on your statement). We will not take actions based on your email requests until we actually receive your message and have a reasonable opportunity to act.

### **HYPERLINKS TO OTHER SITES**

We or our Third Parties may elect to display one or more hyperlinks on the Service's website from time to time. A hyperlink is any highlighted words or phrases in a document that allow you to click through to another section of the same document or to another document on the Internet. A hyperlink may allow you to click through to a third party website over which we have no control. We specifically disclaim any responsibility for the content, products and services provided at linked third party websites. We are not liable for any failure of the products or services advertised on third party websites. You should be aware that third party websites may have privacy policies that differ from our privacy policy; it is your responsibility to review privacy policies at the linked third party websites to determine whether those policies are acceptable to you. The linked third party websites may provide less security than our website.

### **NO WARRANTIES**

EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, AND THE SERVICE IS PROVIDED "AS IS." WE AND OUR SERVICE PROVIDERS AND AGENTS DO NOT MAKE AND EXPRESSLY DISCLAIM ANY WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, TITLE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, WITHOUT BREACHES OF SECURITY OR WITHOUT DELAYS. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY, THE LIABILITY OF US AND OUR SERVICE PROVIDERS AND AGENTS IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW.

#### **ADDITIONAL LIMITS ON LIABILITY**

Except to the extent required or provided in this Agreement or by Applicable Law, or as otherwise expressly provided in this Agreement, we shall not be liable for any Losses caused by any act or omission of any third party; for any charges imposed by any third party; or for any Losses caused by any failure of the hardware or software utilized by a third party to provide the Service to you.

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

We are not liable for failing to act sooner than required by this Agreement or Applicable Law. We also have no liability for failing to take action if we had discretion not to act.

We shall not be responsible for your acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or due authorization of any entry, funds transfer order or other instruction received from you) or the acts or omissions of any other person, including, without limitation, any Automated Clearing House processor, any Federal Reserve Bank, any financial institution or bank, any transmission or communication facility, any receiver or receiving depository financial institution, including, without limitation, the return of an entry or rejection of a funds transfer order by such receiver or receiving depository financial institutions, and no such person shall be deemed our agent. We shall be excused from failing to transmit or delay in transmitting an entry or funds transfer order if such transmittal would result in our having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority. In no event shall we be liable for any damages resulting from our action or inaction which is consistent with regulations issued by the Board of Governors of the Federal Reserve System, operating circulars issued by a Federal Reserve Bank or general banking customs and usage. To the extent required by applicable laws, we will compensate you for loss of interest on funds as a direct result of our failure to comply with such laws in executing electronic transfers of funds, if such failure was within our control.

#### **VIRUS PROTECTION**

Neither we nor our Third Parties are responsible for any electronic virus that you may encounter using Online Banking, including but not limited to the Bill Payment Service and eStatements. You are encouraged to routinely scan your Computer and files using reliable virus protection products to detect and remove viruses. If undetected and unrepaired, a virus can corrupt and destroy your programs, files and hardware.

## **YOUR INSTRUCTIONS**

In our sole discretion, we may follow your instructions concerning your use of the Service, whether such instructions are provided by you in writing, electronically, orally (including our recording of your oral instructions) or by other means, and we may do so without any liability to you. We reserve the right to refuse to follow any instructions that you give us that we believe may expose us to potential liability. We will not have any liability to you if we do not follow your instructions in these situations. If, however, we decide to follow your instructions in these situations, we reserve the right to ask you for certain protections such as a surety bond or an indemnity agreement in a form that is satisfactory to us.

## **DISCLOSURE OF INFORMATION**

We respect your right of privacy. Information about your Account or any transactions between you and us will not be disclosed to third parties except in accordance with this Agreement, Applicable Law and our Privacy Policy.

## **NOTICES**

Any notice that you give to us is effective only once it is actually received. If you have been instructed to use a specific address for a certain type of notice, it must be received by us at that address to be effective.

You authorize us to, and you agree that we may, except to the extent prohibited or limited by Applicable Law, send any notice or communication that we are required or permitted to give to you under this Agreement, including but not limited to notice of any change to the Service or this Agreement, to your mailing address or your email address as it appears on our records or electronically by posting the notice on the Service's website, on an Account statement or via facsimile and that any such notice or communication will be effective and deemed delivered when provided to you in such a manner. You agree to notify us promptly about any change in your mailing or email address and acknowledge and agree that no such change will be effective until we have had a reasonable opportunity to act upon such notice. You agree that we may consider any such notice or communication as being given to all Account owners when such notice or communication is given to any one Account owner.

## **FORCE MAJEURE**

Neither party shall bear responsibility for non-performance of this Agreement to the extent that such non-performance is caused by an event beyond that party's control, including, but not

necessarily limited to, fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, lockout, strike, unavoidable accident, act of God, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order, decree or an emergency that prevents us or you from operating normally.

#### **DOCUMENTATION**

The parties acknowledge and agree that all documents evidencing, relating to or arising from the parties' relationship may be scanned or otherwise imaged and electronically stored and the originals (including manually signed originals) destroyed. The parties agree to treat such imaged documents as original documents and further agree that such reproductions and copies may be used and introduced as evidence at any legal proceedings including, without limitation, trials and arbitrations relating to or arising under this Agreement.

#### **ENTIRE AGREEMENT; INTEGRATION**

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

Notwithstanding the foregoing, this Agreement is in addition to any other agreements and disclosures between you and us. Provisions in our other agreements and disclosures, including the Deposit Account Agreement applicable to your Account(s), may be revised from time to time and remain effective for all other aspects of the Accounts involved. If there is a conflict between the terms and conditions of this Agreement and one or more terms contained in another agreement between you and us, this Agreement will control on issues related to Online Banking and related services, including but not limited to the Bill Payment Service and eStatements. However, if you are a Consumer, the Electronic Fund Transfers Disclosure Statement included in your Deposit Account Agreement or otherwise received when you opened your Account (as the same may be amended from time to time) will control.

#### **SEVERABILITY**

If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable as written, that provision shall be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions of this Agreement shall continue intact. In the event that any statute, regulation or government policy to which we are subject and that governs or affects the transactions contemplated by this Agreement would invalidate or modify any portion of this Agreement, then this Agreement or any part thereof shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and we shall incur no liability to you as a result of our compliance with such statute, regulation or policy.

## **ASSIGNMENT AND DELEGATION**

We may assign any of our rights or delegate any of our responsibilities in whole or in part without notice to or consent from you. You may not assign, delegate or otherwise transfer your rights or responsibilities under this Agreement without our prior written consent, which consent we may grant or withhold in our sole discretion.

## **SUCCESSORS**

This Agreement shall be binding upon and inure to the benefit of the parties and the parties' successors and permitted assigns.

## **NON-WAIVER**

No deviation from any of the terms and conditions set forth or incorporated in this Agreement shall constitute a waiver of any right or duty of either party, and the failure of either party to exercise any of its rights hereunder on any occasion shall not be deemed to be a waiver of such rights on any future occasion.

## **GOVERNING LAW**

Any claim, controversy or dispute arising under or related to this Agreement shall be governed by and interpreted in accordance with federal law and, to the extent not preempted or inconsistent therewith, by the laws of the Commonwealth of Massachusetts.

## **ATTORNEYS' FEES**

If any action is brought by either party against the other regarding the subject matter of this Agreement, the prevailing party shall be entitled to recover, in addition to any relief granted, reasonable attorneys' fees, costs of court, expert witness fees and other expenses of action.

## **BENEFICIARIES**

This Agreement is for the benefit only of the undersigned or otherwise designated parties hereto and is not intended to and shall not be construed as granting any rights to or otherwise benefiting any other person.

## **RECORDING OF COMMUNICATIONS**

Except as otherwise required by Applicable Law, you and we agree that all telephone conversations or data transmissions between us or our respective agents made in connection with this Agreement may be recorded and retained by either party by use of any reasonable means.

## **RELATIONSHIP**

You and we are not, and your and our licensors are not, partners, joint venturers or agents of each other as a result of this Agreement.

## **HEADINGS AND CAPTIONS; INTERPRETATION**

The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions hereof. The words “include” and “including” shall be interpreted as meaning “include without limitation” or “including without limitation.”

## **PART V**

### **DEFINITIONS**

Certain terms used in this Agreement are defined in the portion of this Agreement where they are used. The following terms are also used throughout this Agreement and have the meanings indicated below:

“Account(s)” means any Deposit Account(s) and/or Credit Account(s) that you may have with us.

“Account Agreement(s)” means the terms and conditions of any Credit Account Agreements, Deposit Account Agreements, Fee Schedule, and any other agreements, security instruments, disclosures, or other documents regarding your Credit Accounts and/or Deposit Accounts that you may have with us, each as may be amended from time to time.

“Administrator” or “Senior Administrator” means, if you are Non-Consumer, your employee(s) or other person(s) that you (or any Administrator designated by you) designate on the Service’s Enrollment Form(s) (or by on-line changes to such designations may be provided by the Service) as being your Authorized Representative or as authorized to act on your behalf with respect to the administration of Online Banking.

"Agreement" means all terms and conditions defined in this Rockland Trust Online Banking Agreement.

“Applicable Law” means federal laws and regulations and, to the extent not preempted by federal law, the laws of the Commonwealth of Massachusetts.

“Authorized Representative” means, if you are a Non-Consumer, a person designated by you as authorized to act on your behalf and/or authorized to access and use the Service, as evidenced by certified copies of resolutions from your board of directors or other governing body, if any, or other certificate or evidence of authority satisfactory to us.

“Authorized User” means, if you are a Non-Consumer, you and any person that you may designate as being authorized to access or use the Service.

“Available Funds” means the balance in a Deposit Account, which includes collected funds on deposit plus any overdraft credit line balance associated with the Deposit Account.

“Bill Payment Service” means the online bill payment service offered by Rockland Trust and any associated Service Provider as described in Part I of this Agreement.

"Business Day" means every Monday through Friday, excluding Bank holidays. Saturday and Sunday are not Business Days for purposes of this Agreement, even if Rockland Trust is open for any business on such days.

“Computer” means your computer or other Internet access device, any software, and the related equipment.

“Consumer” means a natural person that uses the Service for personal, family or household purposes.

“Credit Account(s)” means any line of credit, loan, mortgage, or other applicable open-end or closed-end credit that you maintain with us.

“Credit Account Agreement(s)” means collectively and as applicable, except as otherwise indicated in this Agreement, the promissory notes, credit agreements, mortgages, and any other documents, disclosures, or agreements that you execute or otherwise agree to that establish your rights and responsibilities under, and otherwise provide the terms and conditions of, your Credit Accounts with us.

“Cut-Off Time” means, for purposes of the Bill Payment Service, the time of day that Payments to be processed that day shall be processed, after which time the earliest possible Payment Date or Withdraw On Date and Due Date or Deliver By Date shall be calculated from the next Business Day.

"Deposit Account(s)" means any checking account, money market deposit account, savings account, certificate of deposit, or other eligible deposit account you may have with us.

“Deposit Account Agreement(s)” means collectively and as applicable, except where otherwise indicated in this Agreement, the Bank’s Personal Deposit Account Agreement and its Business Deposit Account Agreement and associated Fee Schedule and agreements governing certificates of deposit, each as amended from time to time.

“Due Date” or “Deliver By Date” or “Delivery Date” means, for purposes of the Bill Payment Service, the Business Day on which you schedule the Payment to be delivered to your Payee, unless this date falls on a non-Business Day, in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date you determine to be most appropriate to deliver payment to your Payee, considering such factors as the Payee-specified date payment due, grace period, late payment policy or late fee, and/or your knowledge of actual time required for the Payee to receive and process the

payment and to credit your account with the Payee, and/or the urgency/criticality of payment delivery, as the case may be.

"Electronic Funds Transfer" (or "EFT") is used as defined in the Electronic Funds Transfer Act and Federal Reserve Board Regulation E to mean an electronic transfer of funds initiated by a computer or similar device to or from a consumer's Deposit Account, such as transfers through Online Banking, including the Mobile Banking Service.

"Enrollment Form" means your electronic "Auto Enroll" acceptance or paper enrollment form accepted by us that designates those of your Accounts that you wish to access using Online Banking and such additional services, including the Bill Payment Service or e-Statements Service, that you request to use and we may approve from time to time.

"eStatements" means the online service offered by Rockland Trust permitting you to view your current Account statements for your Rockland Trust Accounts on a secure website as described in Part I of this Agreement.

"Fee Account" means, for purposes of the Bill Payment Service, the checking or similar Account designated by you and from which we may automatically debit or otherwise collect all Bill Payment Service fees.

"Fee Schedule" means, at any given time, our then current Rates and Fee Schedule applicable to the Deposit Account(s) opened by you and maintained with us, as well as those applicable to the Service.

"Funding Account" means, for purposes of the Bill Payment Service, the checking or similar Account designated by you and from which we may debit or otherwise collect the funds necessary to remit the Scheduled Payment to the corresponding Payee, per your instructions.

"Internal Transfers" means electronic transfers of funds between your eligible Accounts at Rockland Trust.

"Losses" means any and all kinds of claims, fines, penalties, fees, costs, expenses, damages and liabilities including (without limitation) attorneys' fees and litigation costs.

"Merchant" means, for purposes of the Bill Payment Service, any business Payee that you establish within the Bill Payment Service for whom the Service Provider has established a business relationship expressly for the purpose of remitting Payments from the Bill Payment Service.

"Non-Consumer" means an individual, business or other entity that uses the Service for its own lawful business or similar purposes, and does not use the Service for personal, family or household purposes.

“One-Time Payment” means, for purposes of the Bill Payment Service, a Scheduled Payment that results in a single payment delivered to the Payee per your instructions.

“Online Banking” or the “Service” means the online banking service available from Rockland Trust as described in Part I of this Agreement.?? Add mobile app service?

“Payee” means, for purposes of the Bill Payment Service, the individual, business or other entity to which you intend to send a payment through the Bill Payment Service and for which you accurately provide and maintain the appropriate or required information such as name, bill remittance / payment delivery address, phone number, account number and account holder name; and to whom you authorize us to remit payments on your behalf through the Bill Payment Service.

“Payee List” means, for purposes of the Bill Payment Service, your personalized list of Payees maintained within the Bill Payment Service from which you may select a Payee to receive a scheduled Payment.

“Payment” means, for purposes of the Bill Payment Service, the specific single instance of a One-Time Payment or a specific instance of a Recurring Payment, as the case may be.

“Payment Amount” means, for purposes of the Bill Payment Service, the monetary figure you specify in a Scheduled Payment, including the regular amount and the final amount of a Recurring Payment series, that the Bill Payment Service shall remit to the Payee.

“Payment Date” or “Withdraw On Date” or “Withdrawal Date” means, for purposes of the Bill Payment Service, the Business Day on which you schedule the Payment to be debited from your Funding Account, unless this date falls on a non-Business Day, in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date on which sufficient Available Funds must exist in the Funding Account.

“Privacy Policy” means our policy and disclosure regarding the personally identifiable information that we collect about you, and who we may share it with.

“Recurring Payment” means, for purposes of the Bill Payment Service, a Scheduled Payment that results in a series of payments delivered to the Payee at regular intervals per your instructions, and shall continue to do so until you cancel it or until the maximum number of payments and/or final payment date that you specified is reached.

“Rockland Trust”, “we”, “our”, “us” or “Bank” refers to Rockland Trust Company.

“Scheduled Payment” means, for purposes of the Bill Payment Service, the payment instructions you establish within the Bill Payment Service in order to properly direct funds from the Funding Account that you designate to the Payee that you designate.

“Service Provider” means, for purposes of the Bill Payment Service, any third party with whom we have contracted from time to time to provide the Bill Payment Service.

"You" or "your" means each Consumer or eligible Non-Consumer that has enrolled in the Service. In addition, if you elect to receive Bill Payment Services or e-Statements, “you” and “your” refer to each person who accepts the Enrollment Form for those services or is otherwise authorized to use those services.

## **ONLINE BANKING SECURITY PROCEDURES DISCLOSURE**

### **ROCKLAND TRUST ONLINE BANKING SERVICE:**

The following Security Procedures apply to access by all customers, except as otherwise expressly provided, to Rockland Trust’s Online Banking Service as of the above date, including the Mobile Banking Service feature of Online Banking. The Bank may issue new Security Procedures and/or cancel or change any Security Procedures from time to time.

Except as may otherwise be noted, the following Security Procedures are required for all Online Banking Service customers:

**Login ID:** This is the electronic identification (in letters, numerals and special characters) associated with each user of the Online/Mobile Banking Service that will be used for log-in.

**Password:** Each user of the Online/Mobile Banking Service will also be required to have a unique password known only to the user. Passwords are case-sensitive and must meet certain requirements including but not limited to minimum and maximum length and types of characters, as further described in the Online/Mobile Banking system.

Each user is required to change his or her individual password from time to time for security purposes and on a frequency established by the Bank. Login IDs and individual passwords may not be shared with any other person or entity.

**Enhanced Log-in Security:** In addition to the above individual Login IDs and passwords, access to the Online Banking Service includes, as part of the security procedures, a multi-factor authentication security procedure at log-in for each user. Enhanced log-in security incorporates an additional multi-part credential for each user of Online Banking of identity authentication that may include, but is not limited to, additional log-in security features such as security cookies, flash objects, and one-time pass-codes. The enhanced log-in security will require each user of Online Banking to establish and utilize, in addition to individual Login IDs and passwords, his/her own individual authentication by selecting a preferred out-of-band delivery channel for one-time pass-codes that may be required from time to time at log-in. These log-in pass-codes may be delivered to users via email or such other method as Bank may offer from time to time, including but not limited to delivery to a designated phone or Mobile Device, as applicable, either by voicemail or SMS text.

Enhanced Transaction Security: An additional security procedure that may be required by Bank includes the use of one-time pass-codes for certain transactional functionality associated with ACH transactions and wire transfers. These transaction pass-codes may be delivered to users via voicemail, SMS text, a physical security device or token (“Token”), or such other method as Bank may offer from time to time. As applicable, a Token will be issued to users, for example, for use in initiating and/or approving ACH transactions and wire transfers. Notwithstanding the foregoing, the Bank reserves the right to incorporate the use of transaction pass-codes for certain other functionality from time to time, in its sole discretion, including by way of example only and not by way of limitation, the use of transaction pass-codes with certain administrative functionality and for the creation of ACH and wire templates, as applicable. Physical security of each Token is the Customer’s sole responsibility.

With the Token, each user will receive a PIN number that the user must keep in a secure place. When a user leaves Customer’s employ and/or his or her Login ID must otherwise be deleted and, if a Token had been issued to such user, the Bank must be promptly notified so that the Bank may deactivate such user’s Token. Any additional user requiring a Token must be authorized, in writing by the Customer to the Bank, for Token creation or re-creation and deployment. If applicable, fees may be assessed for additional Tokens.

Mobile Authorization Code: This is a four-digit numeric code (like an ATM PIN) that is set-up by the Customer to be used for certain Online Banking Service activities and transactions initiated using a Mobile Device, including but not limited to initiating and/or approving ACH transactions, wire transfers and Bill Payment Service transactions.

Minimum System Requirements: Online Banking is designed to operate using the latest operating system and browser combinations. It is important for the Customer to keep the Computer’s operating system and browser version current to ensure maximum security and user experience. This is in addition to the recommendations available at the Bank’s Security Center, including but not limited to the following:

- update the Computer operating system
- keep the browser current
- install anti-virus software and anti-spyware software
- change passwords on a regular basis
- do not click links inside spam email, especially emails claiming to offer anti-spyware software

The following Security Procedures are also required as indicated:

Callbacks: For all wire transfer requests initiated by a Non-Consumer Customer (whether via Online Banking or telephone, or such other transmission method as the Bank may approve at its sole discretion) and for all Fedwire drawdowns (reverse wires) that are in an amount greater

than \$50,000, or in such amount as may otherwise be agreed to by the Bank and the Customer, an additional required security procedure incorporates the use of a call-back. The Bank will execute such call-back procedures by calling the Customer's Authorized Representative(s) as identified in a schedule, exhibit, set-up form or similar document required by Bank, to obtain confirmation of such reverse wires and wire transfer requests. The call-back will be made to an Authorized Representative other than the initiator of the reverse wire or wire transfer request. At the time of call-back, the Authorized Representative will be required to provide the Bank with the Personal Identification Number (PIN) previously provided to such person separately by the Bank in order to further authenticate the identity of the Authorized Representative.

**ADDITIONAL STRONGLY RECOMMENDED SECURITY PROCEDURES:**

From time to time and as applicable, the Bank may make available additional Security Procedures for use with Online Banking. The Bank strongly recommends the use of these additional Security Procedures to help deter and protect against unauthorized transactions associated with the Services, including the following:

- **Dual Control:** The Security Procedures include controls within the Online Banking Service for Non-Consumer Customers to segregate the duties of those Administrators or other users who create and approve Authorized Users, as well as segregate those Authorized Users who can create transactions from those Authorized Users who can release and approve transactions. With this additional security feature, for example, one Authorized User is permitted to create, edit, cancel, delete and restore certain transactions including but not limited to ACH Entries or files or wire transfer requests with his/her Login ID, password, and other access credentials as applicable; a second different Authorized User with his/her Login ID, password and other access credentials as applicable is required to approve, release or delete the transaction request.
- **Trusteer:** As and when made available to the Customer by the Bank or otherwise, browser security software known as "Trusteer" must be downloaded on all Consumer and Non-Consumer Customer Computers used in conjunction with Online Banking to help protect against online fraud committed by financial malware and phishing attacks throughout the online banking process.
- **Alerts:** As further described in the Rockland Trust Online Banking Agreement, the Bank provides optional Account and mandatory security alerts associated with certain modules of Online Banking and the Mobile Banking Service. Alerts may be set up to notify Consumer as well as Non-Consumer Customers of key Online Banking transactions or when other important activity has occurred. Additional details about Online Banking alerts are available at the Bank's Security Center located at [www.rocklandtrust.com](http://www.rocklandtrust.com).
- **Security Center:** The Bank provides important information, recommendations and best practices for Internet banking security at its Security Center - located at [www.rocklandtrust.com](http://www.rocklandtrust.com). As an important additional security procedure, it is recommended that

all Consumer and Non-Consumer Customers regularly review and implement the various actions described at the Security Center to help protect the Customer's financial and other sensitive information and mitigate fraud.

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

**ACCEPTANCE OF AGREEMENT**

By clicking on the "I Accept" button and/or proceeding to use the Service, you acknowledge that you have read, understood, and agree to be bound by this Agreement and the terms and conditions associated with your use of the Service, including any Online Transactions you initiate through the Service.

**IMPORTANT: PRIOR TO CLICKING ON "I ACCEPT" BELOW, PLEASE PRINT AND RETAIN THIS AGREEMENT FOR YOUR RECORDS.**

Member FDIC

Equal Housing Lender

Rev. 10/20/2014