



Fairfield County Bank

Member FDIC

1-877-431-7431

*Connect24*SM ONLINE BANKING

CUSTOMER AGREEMENT AND DISCLOSURE STATEMENT

In this Customer Agreement and Disclosure Statement, which includes any exhibits, addendums and schedules incorporated into this agreement (collectively, the "Agreement"), "you," "your," and "yours" refer to each of you that will be using the *Connect24* online banking services described in this agreement. "We," "us," "ours," and "Bank" refer to Fairfield County Bank. "Account" refers to your deposit, overdraft line of credit, and home equity line of credit Accounts. "Line of Credit Accounts" refers to your overdraft line of credit and your home equity line of credit Accounts, as applicable. This Agreement contains the terms and conditions governing the Bank's *Connect24* online banking services. The Bank's *Connect24* online banking services ("*Connect24*") is an electronic banking and information service which permits you through the use of your personal computer, and your Internet service provider, to access your deposit Accounts, and if applicable, your Line of Credit Accounts through the Internet using an Internet browser.

1. Use of *Connect24*. To become eligible to use *Connect24*, you must open or maintain a deposit account at the Bank, review and accept this Agreement, and complete the *Connect24* Online banking enrollment form online. Your use of any of the online banking services available through *Connect24* means that you agree to the terms and conditions stated in this Agreement. If you have enrolled for the bill payment service, the terms and conditions of both this Agreement and the separate bill payment service agreement will apply.

2. Deposit, Overdraft Line of Credit and Home Equity Line of Credit Agreements. The terms and conditions in this Agreement are in addition to any deposit account agreement, Line of Credit Account agreement or other agreement you have with us relating to your Accounts, including any disclosures made in conjunction with such agreements. You must maintain your Account in good standing with the Bank in order to perform transactions through those Accounts using *Connect24*.

3. Equipment Requirements.

a) Use of Computer and Software. The installation, maintenance and operation of your equipment, including but not limited to, your computer, modem, software, and Internet access through your Internet access provider is your responsibility. We are not responsible for any errors or failures from any malfunction of your equipment and software or Internet access provider, and we are not responsible for any computer virus or related problems that may be associated with the use of *Connect24*. WE DISCLAIM ALL WARRANTIES REGARDING THE *CONNECT24* SERVICES, YOUR COMPUTER AND YOUR SOFTWARE AND THE BANK'S INTERNET WEBSITE THROUGH WHICH *CONNECT24* IS ACCESSED, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW. We make no warranties as to the performance of *Connect24* with other software you choose to use in conjunction with *Connect24*, such as third-party, home budgeting and financial aggregation services.

We are not responsible for damages arising from the use or maintenance of software that we did not provide that you use to access or communicate with *Connect24*. You agree that we are not responsible for any failure or loss caused if such software or any of your personal hardware or software is not compatible with our system.

4. Description of Services Available through *Connect24*. *Connect24* allows you to perform some or all of the following functions for your Accounts.

- Obtain Account balances and transaction information for your Accounts.
- Transfer funds between your deposit Accounts at the Bank.
- Transfer funds from a deposit account to make payments on consumer or mortgage loan accounts with us.
- Obtain a loan advance from your overdraft line of credit Account by overdrawing your checking Account.
- Obtain a loan advance from your home equity line of credit Account.
- Transfer funds between your deposit Accounts and the Bank and accounts you have an ownership interest in at other financial institutions.
- Transfer funds to accounts owned by other individuals at the Bank or at other financial institutions.
- Send electronic mail to us.

These features of *Connect24* are limited by and subject to the terms set forth below, which are in addition to any limits set by other provisions of this Agreement:

(a) Your ability to transfer funds from your savings and money market Accounts is limited by federal law, as stated in the Bank's Consumer Customer Agreements. By law there may be a maximum of six transfers from these Accounts per monthly statement cycle initiated on your computer (by means of check, debit card, computer bill payment, telephone, wire or pre-authorized transfers), of which no more

than three in the aggregate may be made by check, debit card, or computer bill payment (other than a withdrawal from an automated teller machine ("ATM")).

- (b) There may be a one (1) business day delay in transferring funds between designated Accounts depending upon the day and time in which you request the transfer. Cut-off times vary. Transfers are subject to funds availability.
- (c) A transfer from a Line of Credit Account will be treated as an advance from that Account and is subject to the agreement that governs that Account.
- (d) No transfers may be made from any Account that requires two or more signatures.
- (e) Balance and transaction information provided on any day may be current only as of the close of business on the preceding business day. Transactional information for your Accounts will be available from *Connect24* for your current statement cycle.
- (f) Electronic mail ("E-mail") sent by you may not be immediately received by us. See Section 9 if you need to contact us immediately (for example, to report an unauthorized transaction from an Account, to stop payment on a check, to report a lost or stolen debit card). No action will be taken on your E-mail request until we actually receive your message and have a reasonable opportunity to act.
- (g) For security reasons, we may limit the frequency and dollar amount of transactions from your Account.
- (h) Transfers to make payments on loan accounts you have with us must be for the amount due prior to any principle only transfers.
- (i) We may modify the services available through *Connect24* from time to time in accordance with applicable law. New or additional services may become accessible through *Connect24* in the future or for our convenience. As each becomes available you will be provided with a description of each such service and fees associated with these services, and you will be given the opportunity to access each through *Connect24*. Your use of these new services shall mean that you agree to any additional terms and conditions as well as payment of fees. Also, we reserve the right to discontinue or modify any *Connect24* services.
- (j) You cannot stop a transfer through *Connect24*, other than a bill payment as described in the separate bill payment service agreement.

5. User ID, Passwords and other Security Procedures. You will select your User ID and Password during the enrollment process. You should read this agreement prior to completing your enrollment. You agree to keep your User ID and password confidential to prevent unauthorized access to your Accounts and to prevent unauthorized use of *Connect24*. Your User ID and password may be revoked or canceled at any time without giving you prior notice to assist us in maintaining the security of your Accounts.

The User ID and password are used to identify you as an authorized user of *Connect24*. You therefore agree to notify us immediately if the secrecy of your User ID or password is compromised and you also agree not to reveal your User ID or password to any person not authorized by you to use *Connect24*. The security of your Accounts depends upon you maintaining the secrecy of your User ID and password. If you believe that the secrecy of your User ID or password has been compromised you should call us AT ONCE at the number in Section 9, and you should change your password in accordance with the *Connect24* instructions.

We recommend that you change your password often and that you secure your password and computer. If you forget your User ID or password, you must contact us to have a new User ID or password issued to you. It may take several days before you receive this new User ID or password. You agree to retain your User ID and password in a secure location and separate from your computer.

You agree to maintain up-to-date and state-of-the-art protective software on the computer(s) you use to access *Connect24*, such as antivirus, spyware, malware and monitoring software, to detect and prevent unauthorized access to your computer.

We use a multi-factor authentication process when you log in that allows us to identify you through the use of your User ID and password. You will also be asked to choose a series of challenge questions and answers that we will use to authenticate your identity when you log in from a computer we do not recognize. Your User ID, password, and challenge questions/answers are your "Access Information".

When you enroll in our authentication log in process for the first time, we place a cookie on your computer. Each time you log in, the cookie allows us to identify your computer, your IP address, and other unique identifiers. The cookie is secure and does not contain any personal information. If you have Adobe® Flash® Player installed on your computer, we can also use Flash shared objects to identify your computer in the event that we can't identify your cookies. If you access *Connect24* from a computer we do not recognize, you may be prompted with one of your challenge questions.

You understand that anyone to whom you give your *Connect24* Access Information will have full access to your Account(s), even if you attempt to limit that person's authority. You agree to take reasonable steps to safeguard your Access Information, particularly when accessing *Connect24* from a different computer, which may result in the disclosure of your Access Information to other users of that computer. We recommend that you change your challenge questions/answers often and that you retain all of your Access Information in a secure location separate from your computer.

6. Periodic Statements. Your periodic statements for your Accounts will include any transfers and loan advances from your Line of Credit Accounts you authorize using *Connect24*, as well as your other Account activity. Electronic period statements are subject to additional terms and conditions.

7. Business Days and Hours of Operation. For the purposes of this Agreement, our business days are Monday through Friday. Holidays are not included. *Connect24* can only make transfers on business days although you may use your computer to use *Connect24* twenty-four hours a day, seven days a week, except during any special maintenance periods. We will attempt to schedule any maintenance between midnight and 6:00 a.m.

8. Your Liability. You are responsible for all transfers you authorize using *Connect24*. If you permit other persons to use *Connect24* or your User ID or password, you are responsible for any transactions they authorize from your Accounts.

Tell us AT ONCE if you believe your User ID and/or password has been lost or stolen. Telephoning, as provided in Section 9, is the best way of keeping your possible losses down. You could lose all the money in your deposit accounts and your Overdraft Line of Credit. If you tell us within two (2) business days, you can lose no more than \$50 from each deposit account if someone used your User ID and password to access your deposit account without your permission.

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

Also, if your statement shows transfers from a deposit account that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

With regard to your Line of Credit Accounts, refer to your Line of Credit Account agreements for any applicable limitations on your liability in connection with unauthorized use of your Line of Credit Accounts.

9. Contact in Event of Lost or Stolen User ID or Password or Unauthorized Transactions. If you believe that your User ID or password has been lost or stolen or that someone transferred or may transfer money from your designated Account or from any of your other deposit accounts without your permission, call our Customer Care Center immediately during business hours at: (203) 431-7437 or toll-free at 1-877-431-7431 ext. 7437.

Or write us at:
Fairfield County Bank
Customer Care Center
P.O. Box 2050
Ridgefield, CT 06877-0950

10. Our Liability. We will be responsible for your actual losses if they were directly caused by our failure to complete a transfer to or from your Accounts on time or in the correct amount according to our agreements with you. However, there are some exceptions. We will not be liable, for instance:

- (a) If, through no fault of ours, you do not have available funds in your Account to complete a transaction from that Account, or if withdrawals from any of your Accounts have been prohibited by a court order such as a garnishment or other legal process, or that Account has been closed.
- (b) If you do not have an adequate credit limit in your Line of Credit Account to complete a transaction from that Account, or if that Account has been closed.
- (c) If your computer, software, or Internet service provider fails or malfunctions.
- (d) If you have not given us complete, correct and current instructions so that we can make a transfer.
- (e) If we have reason to believe that a transaction has not been properly authenticated or is fraudulent.
- (f) If *Connect24* was not working properly and you knew or should have known about the breakdown when you attempted to authorize a transfer.
- (g) If circumstances beyond our control prevent the making of a transfer, despite reasonable precautions that we have taken. Such circumstances include equipment failure or breakdown, acts of God or other conditions beyond our control. We will be responsible for acting only on those instructions sent through *Connect24* which we actually receive.
- (h) For other exceptions to our liability as stated in our Electronic Funds Transfer Agreement or the separate bill payment service agreement.
- (i) For any indirect, incidental, special or consequential damages if our failure was not intentional and resulted from a bona fide error, notwithstanding our procedures to avoid such error.

11. Error Resolution. In case of errors or questions about your *Connect24* transactions, contact us immediately.

Telephone our Customer Care Center at (203) 431-7437 or toll-free at 1-877-431-7431 ext. 7437 during business hours. For the purposes of this Agreement, our business days are Monday through Friday. Holidays are not included.

Or write us at:
Fairfield County Bank
Customer Care Center
P.O. Box 2050
Ridgefield, CT 06877-0950

For Home Equity or Overdraft Line of Credit Account Transactions: Write or telephone us, during business hours, at the address set forth in your Line of Credit Account agreement or periodic statement. For Line of Credit account transactions, if you telephone us instead of writing, you may lose certain rights the law gives you to dispute billing errors.

If you think your statement is wrong or if you need more information about a transaction listed on the statement, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. You must:

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

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

(A) Deposit Accounts. We will complete our investigation 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 45 days to investigate your complaint or question. If we decide to do this, we will re-credit your deposit Account within ten (10) business days for the amount you think is in error, so that you will have 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 re-credit your deposit account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results of our investigation within three (3) business days of concluding it. If we decide that there was no error or that a different error occurred, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

(B) Line of Credit Accounts. You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your credit account bill that are not in question. While we investigate your question, we cannot report the amount in question as delinquent or take any action to collect the amount you question.

12. Charges for *Connect24*. A Schedule of Charges for use of *Connect24* has been provided to you, which schedule may be amended from time to time to change or add fees. You authorize us to deduct all applicable *Connect24* fees from an account you have with us. In addition to the Schedule of Charges, the service charges and fees provided for in our deposit and Line of Credit Account agreements continue to apply.

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

- (a)** We have entered into an agreement to have another party assisting us in providing *Connect24* Online Banking services. In order to carry out your instructions, we will provide this party with, or it will receive from you, information about your designated Accounts, your *Connect24* transactions and your E-mail messages;
- (b)** Where it is necessary for completing transfers;
- (c)** In order to report our experience regarding your Accounts or *Connect24* transactions to financial institutions and credit reporting agencies;
- (d)** To collect any debt that you may owe to us;
- (e)** We may collect customer Account data for the purpose of learning about aggregate customer usage patterns, customer telephone inquiries, and the effectiveness of *Connect24*, but shall not disclose individual identifiable information except as provided in this Section;
- (f)** In order to comply with laws, governing agency rules or orders, court orders, subpoenas or other legal processes in order to give information to any government agency or official having legal authority to request such information; or
- (g)** If you give us your written permission or if you have signed a Consent Form to Share Customer Information.
- (h)** Under other circumstances as stated in our Electronic Funds Transfer Agreement or the separate bill payment service agreement.
- (i)** As permitted by state and federal privacy laws and disclosed in our separate disclosure on privacy of customer information.

14. Data Recording. The information and E-mail messages you enter on *Connect24* may be recorded. By using *Connect24*, you consent to such recording.

15. Amendment to this Agreement. We may at any time (subject to legal restrictions) amend this Agreement. We will notify you of any amendment to this Agreement prior to the effective date of the amendment, if required by law. *Connect24* and your Accounts will be governed by the Agreement as amended.

16. Assignment. We may assign our rights and delegate our duties under this Agreement to any other party.

17. Termination. This Agreement and your ability to use any or all of *Connect24* may be terminated at any time by us or you upon giving notice of the termination to the other party. If you terminate *Connect24*, you authorize us to continue making transfers and loan advances you have previously authorized until such time as we have had a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will make no further transfers or loan advances from your Accounts, including any transfer or loan advance you have previously authorized. If we terminate your use of *Connect24*, we reserve the right to make no further transfers or loan advances from your Accounts, including any transactions you have previously authorized.

18. Severability. If any provision of this Agreement is held invalid, illegal, void or unenforceable by any rule or law, administrative order or judicial decision, all other provisions of the Agreement shall remain in full force.

19. Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Connecticut and applicable federal law.

TERMS OF SERVICE

GENERAL TERMS FOR EACH SERVICE

I. INTRODUCTION

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

II. SERVICE PROVIDERS

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

III. AMENDMENTS

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

IV. OUR RELATIONSHIP WITH YOU

We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

V. ASSIGNMENT

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

VI. NOTICES TO US REGARDING THE SERVICE

Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to:

Fairfield County Bank
PO BOX 2050
Ridgefield, CT 06877

We may also be reached at 1-877-431-7431, ext 7437 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

VII. NOTICES TO YOU

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

(\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

VIII. TEXT MESSAGES, CALLS AND/OR EMAILS TO YOU

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

IX. RECEIPTS AND TRANSACTION HISTORY

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

X. YOUR PRIVACY

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

XI. PRIVACY OF OTHERS

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

XII. ELIGIBILITY

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

XIII. PROHIBITED PAYMENTS

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

Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and

Payments that violate any law, statute, ordinance or regulation; and

Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and

Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and

Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and

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

Tax payments and court ordered payments.

In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization, unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

XIV. ACCEPTABLE USE

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

XV. PAYMENT METHODS AND AMOUNTS

There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft drawn against your account.

XVI. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

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

XVII. TAXES

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

XVIII. FAILED OR RETURNED PAYMENT INSTRUCTIONS

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

You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;

You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;

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

XIX. ADDRESS OR BANKING CHANGES

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

XX. INFORMATION AUTHORIZATION

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

XXI. SERVICE TERMINATION, CANCELLATION, OR SUSPENSION

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

XXII. ERRORS, QUESTIONS, AND COMPLAINTS

In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 6 of the General Terms above.

If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:

- Tell us your name;
- Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
- Tell us the dollar amount of the suspected error.

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

XXIII. INTELLECTUAL PROPERTY

All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting

any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

XXIV. LINKS AND FRAMES

Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

XXV. PASSWORD AND SECURITY

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

XXVI. REMEDIES

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

XXVII. DISPUTES

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

XXVIII. ARBITRATION

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

XXVIII. LAW AND FORUM FOR DISPUTES

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

Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

XXX. INDEMNIFICATION

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

XXXI. RELEASE

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

XXXII. NO WAIVER

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

XXXIII. EXCLUSIONS OF WARRANTIES

THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

XXXIV. LIMITATION OF LIABILITY

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

XXXV. COMPLETE AGREEMENT, SEVERABILITY, CAPTIONS, AND SURVIVAL

You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 11, 17, 18, 23, and 26-35 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours

(including but not limited to its customer care personnel), the terms of the Agreement will prevail.

XXXVI. DEFINITIONS

“ACH Network” means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.

“Affiliates” are companies related by common ownership or control.

“Business Day” is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.

“Eligible Transaction Account” is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.

“Payment Instruction” is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.

“Payment Network” means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.

“Service Provider” means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

BILL PAYMENT SERVICE ADDITIONAL TERMS

I. DESCRIPTION OF SERVICE

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

II. PAYMENT SCHEDULING

The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

III. THE SERVICE GUARANTEE

Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the Section 2 of the Bill Payment Terms (Payment Scheduling).

IV. PAYMENT AUTHORIZATION AND PAYMENT REMITTANCE

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

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

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

If, through no fault of the Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;

The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;

You have not provided the Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller; and/or,

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

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

V. PAYMENT CANCELLATION REQUESTS

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

VI. STOP PAYMENT REQUESTS

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

VII. EXCEPTION PAYMENTS REQUESTS

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

VIII. BILL DELIVERY AND PRESENTMENT

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

Presentation of electronic bills. You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary "trial basis." In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.

Paper Copies of electronic bills. If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.

Sharing Information with Billers. You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for "trial basis" electronic bills.

Information held by the Biller. We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.

Activation. We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.

Authorization to obtain bill data. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification. We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new

electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Cancellation of electronic bill notification. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s). You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill. We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

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

IX. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

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

Where it is necessary for completing transactions;

Where it is necessary for activating additional services;

In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;

To a consumer reporting agency for research purposes only;

In order to comply with a governmental agency or court orders; or,

If you give us your written permission.

X. SERVICE FEES AND ADDITIONAL CHARGES

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

XI. BILLER LIMITATION

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

XII. RETURNED PAYMENTS

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

XIII. INFORMATION AUTHORIZATION

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

XIV. DEFINITIONS

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

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

"Due Date" is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.

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

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

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

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

“Scheduled Payment Date” is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

PRIVACY POLICY

(for Bill Presentment, Bill Payment, and Popmoney Personal Payments Services)

Introduction. The following privacy disclosures are provided by Fairfield County Bank (hereinafter “we” or “us”) in connection with the Bill Payment, Bill Presentment and Popmoney Personal Payments Services (the “Services”) offered through our online banking site (the “Site”), and describe the types of “Personal Information” (information that is identifiable to a particular person) that we (directly or through our service providers) collect in connection with the Services, and how we use, share and protect that Personal Information. These disclosures supplement the disclosures that you have already been provided in connection with our Site and the other services offered through the Site. Some of this information is required by U.S. federal law or other law.

Eligibility. The Site and the Services are offered only to individual residents of the United States and its permitted territories who can form legally binding contracts under applicable law. Without limiting the foregoing, the Site and Services are not offered to minors. We do not knowingly offer the Services to nor collect any Personal Information from or about individuals under 18 years of age. Please do not submit such information to us, and as a parent or legal guardian, please do not allow your children to submit personal information without your permission. Other restrictions and eligibility requirements for certain Services may apply as described in the Terms of Service or other disclosures on the Site. By using the Site and/or the Services, you represent that you meet these requirements and that you agree to the terms of this Privacy Policy.

Scope. This Privacy Policy applies only to the Services as offered on this Site. For more details on what your rights and obligations are when using the Services, please also refer to the Terms of Service and other notices and disclosures regarding the Services.

Cookies, Browser Information and Related Issues.

When you use the Services, we may receive certain standard information that your browser sends to every website you visit, such as the originating IP address, browser type and language, access times and referring website addresses, and other such information. This data may be used, among other uses, to improve the operation of the Services and to improve the security of the Services by assisting in “authenticating” who you are when you access the Services, particularly if you register for a Service and are issued or create a username and password.

We may also receive additional information about your visit to the portion of the Site that hosts the Services, including the pages you view, the links you click and other actions you take. This data may be used among other uses to improve the operation of the Services and the portion of the Site that hosts the Services.

Like most websites, the portion of the Site that hosts the Services uses “cookies,” which are small text files placed on your computer by the web server when you visit. Most such cookies are “session” cookies that are only used for a specific period during which you are using the Services, but a few are “persistent” cookies that stay on your hard drive and are read by the web server when you return (unless you delete them). The portion of the Site that hosts the Services uses cookies to store your preferences and other information on your computer in order to recognize the computer through which you accessed the Site for security purposes, to save you time by eliminating the need to repeatedly enter the same information, and to display your personalized content on your later visits. These cookies are linked to Personal Information about you, such as your email address. Cookies cannot and will not be used to deliver or run programs on your computer. Most web browsers automatically accept cookies, but you can modify your browser setting to decline cookies if you prefer. However, if you choose to decline cookies, you may not be able to sign in (or you may need to take additional steps to sign in) or you may not be able to use other interactive features of the Services that depend on cookies.

Tracking: With respect to personally identifiable information about an individual consumer’s online activities over time and across different Web sites or online services when a consumer uses the portion of this Site that hosts the Services, except as required by law: (1) parties other than the operator of this Site are not permitted to collect such information, and (2) the operator of this Site does not collect such information (except any such information that is reasonably necessary to process and document user transactions, such as payment history). Therefore, the portion of this Site that hosts the Services has no need to respond and does not respond to Web browser “do not track” signals or other mechanisms that provide consumers the ability to exercise choice regarding the collection of such information.

What Types of Personal Information We May Collect. In addition to the types of information described in section 4 above, we may also collect Personal Information about you. This information may include:

Social Security number, date of birth, name, postal address, email address, telephone number, and other information that we can use to contact you, verify your identity, and manage risks, such as information maintained about you by identity verification services and

consumer reporting agencies, including credit bureaus;

names of billers for bills that you would like to view and/or pay online, contact information for those billers, and billing account information, including billing account numbers;

name, email address and telephone number that you provide us for other persons to whom you would like to send payments;

account information for accounts that you designate for funding or receiving payments, fees, debits and credits for the Services (potentially including account numbers, account balances, billing addresses, and payment card expiration dates and security codes);

username, password, secret questions and secret answers for resetting passwords, and other authentication credentialing used to verify that only authorized users access the Services; and

payment and other transaction information, and history for payments and other transactions in which you participate through the Services; and

Any other Personal Information that you may enter while using the Services.

How We May Collect Personal Information About You. We may collect Personal Information about you from the following sources:

Enrollment applications, survey responses, and other electronic or paper forms that you fill out in connection with the Services;

Your use of the Services (such as when you send a payment), and your interactions with customer service, including information you enter or speak, and information transmitted by your computer, cell phones and other devices you use to connect to the Services; and

We also collect Personal Information about you from others, as permitted by law, such as individuals who send you payments, credit bureaus, Affiliates or other companies (such as identity verification services and consumer reporting agencies, and companies (such as your billers) that provide content (such as electronic bills) to the Services).

How We May Share Personal Information About You. We share Personal Information about you only as permitted by law. For Personal Information that is nonpublic and that we collect in connection with a financial service, U.S. federal law permits us to share the information only:

- a) or our everyday business purposes - such as to process your transactions, maintain your accounts, respond to court orders and legal investigations, and report to credit bureaus;
- b) for our marketing purposes - to offer our products and services to you;
- c) for Joint Marketing with other financial companies;
- d) for our Affiliates' everyday business purposes (information about your transactions and experiences);
- e) for our Affiliates' everyday business purposes (information about your creditworthiness);
- f) for our Affiliates to market to you; and
- g) for Nonaffiliates to market to you.

Before we can lawfully share such Personal Information as described in (e), (f) or (g), we would be required to offer you an opportunity to opt out, and we will do so if we ever intend to do that. For California residents, and for residents of any other states where it is required, we will obtain your consent prior to sharing Personal Information as described in (g) unless otherwise required or permitted by law. We may lawfully share such Personal Information as described in (a), (b), (c) and (d) without offering an opt-out, and we may do so. For example, to process your payments (an "everyday business purpose" for the Popmoney Personal Payments Service), we need to share Personal Information about you with the person that you are paying or that is paying you, such as your name, the payment amount, and the email address or mobile phone number from which you initiated the payment, but we will do so responsibly and will not share the payment sender's financial account information with the payment receiver or vice versa.

How We May Use Personal Information About You. We may use Personal Information about you only as permitted by law, including but not limited to the following purposes:

To complete transactions and render services authorized by you;

Other everyday business purposes of ourselves and our Affiliates, such as to maintain your accounts, to authenticate you when you log in, to send you information about the Services that you have subscribed to and other Services offered on the Site, to effect, administer and enforce transactions, to perform fraud screening, to verify your identity, to determine your credit history, to verify the information contained in your account, to report to credit bureaus (including furnishing delinquent account information), to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce our Terms of Service, to protect our rights and property, and to customize, measure, and improve the Services and the content and layout of the Site (including pattern recognition and modeling, system analysis, and service performance analysis); and for marketing purposes - to offer products and services to you, and Joint Marketing with other financial companies.

Definitions.

Affiliates: Companies related by common ownership or control. They can be financial or nonfinancial companies.

Nonaffiliates: Companies not related by common ownership or control. They can be financial or nonfinancial companies.

Joint Marketing: A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

Other Important Information.

Vermont: Under Vermont law, we will not share information we collect about Vermont residents with companies outside of our Affiliates, unless the law allows. We will not share information about your creditworthiness with our Affiliates except with your consent, but we may share information about our transactions or experiences with you with our Affiliates without your consent.

California: Under California law, we will not share information we collect about you with Nonaffiliates, unless the law allows. For example, we may share information with your consent, to service your accounts, or to provide rewards or benefits you are entitled to. We will limit sharing among our Affiliates to the extent required by California law.

Access to Information About You. You may review and update the Personal Information maintained about you in the Fairfield County Bank section of the Site at any time to ensure that it is accurate and up-to-date.

How We Protect Personal Information About You. To protect Personal Information about you from unauthorized access and use, we maintain physical, electronic, and procedural safeguards, including but not limited to security measures that comply with applicable federal law. We also require our service providers and business partners to whom we disclose the information to do the same.

Protection for Former Customers. When you are no longer our customer or using the Services, we continue to protect, use, and share Personal Information about you as described in this notice and as required by law, including but not limited to for risk management, regulatory compliance, and audit purposes.

Amendments. We may amend this Policy at any time by posting a revised version on the Site. The revised version will be effective immediately at the time it is posted unless a delayed effective date is expressly stated therein. You may (in our discretion) also be provided with an email notification of such amendments. You may (in our discretion) be required to affirmatively acknowledge or accept the revised Privacy Policy in order to continue using the Services. Any use of the Services after a notice of change (whether by Site posting, email, or express acknowledgment or acceptance) will constitute your express agreement to such changes.

Contacting Us. If you have any questions about this Privacy Policy, you may contact us as shown below:

In writing: Fairfield County Bank
ATTN: Privacy Management
PO BOX 2050
Ridgefield, CT 06877

Email: Connect24@fairfieldcountybank.com

Telephone number: 1-877-431-7431