



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, and that allows you to identify us, through the use of an authentication image and pass phrase. We will assign you your randomly selected (authentication image) and you will choose an authentication (pass phrase), both of which will allow you to verify that you are using our website. You will be allowed to change your authentication image after your initial log in. You will also be asked to choose a series of challenge questions and answers that we will use to authenticate your identify when you log in from a computer we do not recognize. Your User ID, password, authentication image and pass phrase 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 before showing you your authentication image and pass phrase.

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 authentication image, pass phrase and 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.

**Connect24SM ONLINE BANKING
CUSTOMER AGREEMENT AND DISCLOSURE STATEMENT**

DISCLOSURE AND AGREEMENT FOR BILL PAY SERVICE

I. INTRODUCTION

This AGREEMENT AND DISCLOSURE describes the types of payments available with FAIRFIELD COUNTY BANK's Bill Pay Service and provides information about your rights and responsibilities concerning those transactions. This Agreement applies only to transactions initiated using Bill Pay services.

In this Agreement, "you" and "your" refer to the owner and joint owner or authorized user of the owner(s) (account(s)). "We," "us," and "Bank" refer to FAIRFIELD COUNTY BANK. The "Service" refers to Fairfield County Bank's Bill Pay service.

By applying for or using the Bill Pay Service or allowing others to do so, you consent to the terms of this Agreement and Disclosure.

II. ACCOUNT ACCESS

You agree to keep your User ID and password confidential to prevent unauthorized use of Bill Pay service. Any person to whom you or your joint owner have given the Username and Password, is an authorized user of your accounts and can conduct any transaction on your accounts that you can conduct yourself. Once you have FAIRFIELD COUNTY BANK *Connect24* Online Banking service, you or any authorized user can add the Bill Pay Service by enrolling on-line. You are responsible for all transactions authorized users make, whether or not they stay within the scope of permission you give them to use your accounts. The only way to stop an authorized user from accessing your accounts is for you to go online, choose another Password and change your challenge questions, if known by authorized signer, to information known only to you or contact the "Bank" to deactivate *Connect24* Online Banking on your account.

III. BUSINESS DAYS/HOURS OF OPERATION

The Bill Pay Service is generally available 24 hours a day, seven days a week. The system may be temporarily unavailable for brief periods of maintenance or in emergency situations. In addition, the Bill Pay Service is made available pursuant to a license agreement by and between FAIRFIELD COUNTY BANK and ACI Worldwide (ACI). Any interruption of service or access caused by ACI will also prevent your use of the service.

Bill payments are processed Monday through Friday, excluding holidays. Transactions that are requested on Saturdays, Sundays, or holidays on which the "Bank" chooses to remain closed will be processed on the "Bank's" next business day.

IV. DESCRIPTION OF SERVICE

The Bill Pay Service permits you to use your Internet-enabled device to direct payments from your designated online Bill Payment Account (designated checking account) to third parties you wish to pay. Your Bill Payment Account must be a checking account. Through the Bill Pay Service, you can pay bills from your Bill Payment Account to businesses or individuals.

All payments you make will be deducted from the checking account(s) that you designate as your Bill Payment Account for the Bill Pay Service. Any payments you wish to make through this Service must be payable in U.S. dollars to a payee located in the continental United States. We reserve the right to restrict from time to time the types of payees to whom payments may be made using the Service.

You are prohibited from using the Bill Pay Service to make payments to/for the following excluded merchants and purposes:

- Tax entities (IRS, state and local tax authorities)
- Payments to businesses in connection with unlawful Internet gambling
- Collection agencies
- Court ordered payments
- Payees outside the U.S.
- Payees with Armed Forces postal codes (AP, AE)
- Payments to settle securities transactions
- Payoffs on "special financing" transactions
- Unprocessed payments due to debit failures

The "Bank" does not support these types of payments due to the difficulties of performing follow-up research with the payees in the event the payees claim non-receipt or late payment, or because it is prohibited by law. The "Bank" will not accept liability for such payments should you initiate them using this Bill Pay Service. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited. The "Bank" will not research or resolve any claim resulting from a prohibited payment made using the Service.

The "Bank" reserves the right to refuse to pay any payee to whom you may direct a payment. The "Bank" is obligated to notify you promptly if it decides to refuse to pay a payee designated by you. This notification is not required if you attempt to make a payment prohibited by this Agreement.

V. PAYMENT METHODS/SCHEDULES

Subject to the terms and conditions of this Agreement; you authorize us, and any third party acting on our behalf, to choose the most effective method to process your payment, including without limitation, electronic (ACH), paper or some other draft means. When possible, payments will be made electronically. However, some payments will be made by check.

It is your responsibility to schedule payments to arrive by the due date specified on the bill or statement. If the actual due date falls on a non-business day, you must select a delivery date that allows your payment to arrive on time. If you select a delivery date that causes payment to be delivered after the due date, we are not responsible for any late charges that you may be charged by the payee. We may set a maximum dollar amount for payment and/or refuse to permit any bill payment if we reasonably believe such refusal is necessary or advisable for security reasons.

VI. LIMIT ON AMOUNT OF TRANSFERS

There is a dollar limit of \$25,000 (or the available balance, whichever is less) on any Bill Payment initiated by a consumer or business through the Service.

VII. TIME LIMITATIONS

You must transmit payment instructions no later than 12:00 PM Eastern Standard Time on any business day to have them processed for that day. Payments added after 12:00 PM will be processed on the following business day.

VIII. PROCESSING

Electronic payment funds will be withdrawn from your payment account (designated checking account) on the processing date, i.e. the Send On date (two days prior to the deliver by date selected). Funds must be available at this time. Two (2) business days are required to process electronic bill payments. If a payee is not set up to accept electronic payments, a check will be sent, which will take up to five (5) business days to process and deliver to the payee.

Funds for payments sent by check will be withdrawn from your funding account on the date the payment "send date" is set. You must allow 5 business days for Bill Pay Service to process and deliver payments made by check. Check delivery is subject to US Postal delivery schedule and may be earlier. Funds must be available at time of presentment of check sent by Bill Pay Service.

You must allow sufficient time (2 or 5 business days depending on payment delivery method) as indicated for the Bill Pay Service to receive your request and process the bill payments so that funds can be delivered to the payee before the payment due date shown on your invoice or provided by the payee. If you do not allow sufficient time, you assume full responsibility for all late fees, finance charges, or other action taken by the payee.

IX. OVERDRAFTS AND REJECTS

If sufficient funds are not available in your checking account, we will process the transactions based on the overdraft options you have agreed to and are available to you. This includes use of your pre-established Overdraft Line of Credit, in accordance with your account terms and conditions or credit agreement.

If you have overdraft protection on your checking account, your request for the Bill Payment transfer out of your checking account will be considered a request for an overdraft transfer or loan sweep advance if it is needed to complete the transaction. Overdraft protection will be handled in a manner consistent with the overdraft services you previously requested and have available at the time.

Federal Reserve Regulation D transfers from savings accounts are limited as follows:

For savings accounts, you may make up to six transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer to another account of yours or to a third party during any calendar month. This includes transfers initiated by overdraft request described above.

In the event, sufficient funds are not available (NSF); the "Bank" will notify you through the Bill Pay Service and by email on the processing day. No additional bill payments will be processed until the account is properly funded, and the NSF payment(s) is/are cleared. If any payments are scheduled to pay while the account is negative, the payments will not be processed, and we will notify you through the Bill Pay Service or by email on the processing date.

The "Bank" is not responsible if the notification does not reach you, whether or not this is due to events beyond our control. At that time, your account will be charged the Bill Payment NSF fee.

The merchant may reject a bill you schedule. Once the merchant rejects a bill, you are responsible for either making alternate arrangements for the payment or rescheduling the payment. In no case will the "Bank" automatically resubmit a payment for you after the bill has been rejected by a merchant.

X. ELECTRONIC BILL DELIVERY AND PRESENTMENT

This feature is for the presentment of electronic bills only, and it is your sole responsibility to contact your billers directly if you do not receive your statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

- a) **Information Provided to Biller.** The "Bank" is unable to update or change your personal information such as, but not limited to, name, address, phone numbers and e-mail addresses, with the electronic biller. Any changes will need to be made by contacting 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.

- b) **Activation.** Upon activation of the electronic bill feature the “Bank” may 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. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the 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.
- c) **Authorization to Obtain Bill Data.** Your activation of the electronic bill feature for a biller shall be deemed by the “Bank” and its providers to be your authorization for us to periodically obtain bill data from the biller on your behalf. 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 periodically obtain your bill data from the Biller.
- d) **Notification.** The “Bank” will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the “Bank” 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.
- e) **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. The “Bank” 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. The “Bank” will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
- f) **Non-delivery of Electronic Bill(s).** You agree to hold the “Bank” 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.
- g) **Accuracy and Dispute of Electronic Bill.** The “Bank” is not responsible for the accuracy of your electronic bill(s). The “Bank” is 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 addressed with the biller directly.

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

XI. EXPEDITED PAYMENT

An expedited payment allows you to send an accelerated payment to a payee through the Service as a same-day electronic payment. Requests for this service must be made prior to daily cutoff 12:00 PM EST. Expedited payments may not be available for each of your payees. An expedited payment fee, as listed in the “Schedule of Charges”, will be charged against your payment account for each expedited payment made. Once you have submitted an expedited payment transaction for processing, you cannot place a stop payment request on it. Expedited payments may not be delivered on non-business days. It is important that you follow the instructions presented in the Service when making an expedited payment. Failure to do so may cause your payment to be delivered late or returned as undeliverable, for which the “Bank” will not be held responsible.

XII. DOCUMENTATION

Confirmation Number. Upon completion of a transaction, using the Bill Pay service, a confirmation number will be given. You may record this number, along with the payee, scheduled date, and transaction amount in your checkbook register (or other permanent record) because this will help in resolving any problems that may occur.

Periodic Statements. Information about the Bill Pay Service transactions will be shown on your normal statement for the account to and from which transfers or payments are made.

Notices. Notices will be sent to the primary account owner at the email address shown in our records. On joint accounts, notice to the primary owner will be deemed notice to all account owners.

Stop Payment on Bill Payments. Bill Payments made by electronic transfer may not be stopped once they have been processed and deducted from your account. It may be possible to place a stop payment on a bill payment made by check. Our remittance processor will, if possible, place this stop payment and the fee assessed by them will be billed to your account; refer to FAIRFIELD COUNTY BANK Schedule of Charges. If we are unable to stop a Bill Payment, you must resolve any disputes directly with the payee. Although the “Bank” will make every effort to accommodate your request, the “Bank” will have no liability for failing to do so.

XIII. CANCELLATION OF A SCHEDULED PAYMENT

You may cancel any of your scheduled payments any time prior to the processing date, i.e. Send On date. Cancel a scheduled payment by selecting the Pay My Bills tab and then Payment Activity from the sub-menu. Under the Scheduled Payments’ section, click “delete” next to the payment you want to cancel and confirm cancellation by selecting “OK”.

XIV. CANCELLATION OF BILL PAY SERVICE

To cancel your participation in the Bill Pay Service, you must notify the Bank in writing. The signed letter may be delivered in person to any of the Bank’s branches, via fax transmission to: 203-431-7413, or via U.S. mail at:

FAIRFIELD COUNTY BANK
Attn: Customer Care Center
PO BOX 2050
RIDGEFIELD, CT 06877

Any payment(s) processed before the requested cancellation date will be completed by the "Bank." All payees, pending payments, including recurring payments, and bill pay history will be deactivated after we receive notice and are provided adequate processing time; usually 3-5 business days. You will not be able to retrieve these after you cancel the Service. The "Bank" may terminate or suspend the Service to you at any time and for any reason. Neither termination nor suspension shall affect your liability or obligations under this Agreement. If you subsequently wish to resume this service, you will need to re-build your payee list.

Your Bill Pay Service is automatically canceled if you do not use the service for six consecutive calendar months. To resume this service, you will need to re-build your payee list. Bill Pay services are automatically canceled when you cancel your online banking service or checking account.

XV. NO DUTY TO MONITOR PAYMENTS

We do not have a duty to monitor payments made through the Bill Pay Service. It is your responsibility to review your account history on a regular basis to verify Bill Payment activity.

XVI. FEES AND CHARGES

Bill Pay service imposes no monthly service charges. Fees may apply for certain types of activity; including savings transfers, insufficient funds, check copy, and stop payment. Please refer to the current FAIRFIELD COUNTY BANK, Schedule of Charges for a complete list of fees associated with this program.

XVII. PRIVACY

FAIRFIELD COUNTY BANK will share information about your accounts and transfers only:

- a) where it is necessary for completing transfers; or
- b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- c) in order to comply with government agency or court orders; or
- d) as explained in the separate Privacy Disclosure.

XVIII. YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS

Tell us immediately if you believe an unauthorized person has obtained access to your PIN/Password or someone may transfer money out of your accounts without your permission.

Call us immediately at 877-431-7431 during business hours. You can also write to us at:

FAIRFIELD COUNTY BANK
PO BOX 2050
RIDGEFIELD, CT 06877

Telephoning is the best way to keep losses down. If you don't notify us within the time limits in this paragraph, you could lose all the money in your accounts plus money in any account or line of credit you have designated for overdraft protection.

If you tell us of the loss, theft or other potential unauthorized use of your Password within two business days after you learn of it, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two business days after you learn of the loss, theft or other potential unauthorized use of your password, and we can prove we could have stopped someone from using it if you had told us in time, you could lose as much as \$500.

If your monthly statement shows transfers that you did not authorize, notify at once. If you do not tell us within 60 days after the first statement on which the unauthorized use appeared, you may not be reimbursed for funds lost provided 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 hospital stay) kept you from telling us, we may in our sole discretion extend the time period.

XIX. "BANK" LIABILITY

If we do not properly complete a transfer on time or in the correct amount according to our agreement with you, we will be liable for your direct losses or damages (not to exceed the amount of the transaction). However, there are exceptions. We will not be liable if, for instance:

- a) you fail to provide and maintain a valid email address with the "Bank";
- b) through no fault of ours, your account does not contain enough money, or you do not have available credit to make the transfer;
- c) the Bill Pay Service system was not working properly, and you knew about the breakdown when you initiated the transaction;
- d) your password was reported, lost or stolen, and we have blocked its use;
- e) circumstances beyond our control, such as fire, flood, electrical failure, or malfunction of the central data processing facility prevent completion of the transaction in spite of our reasonable precautions;
- e) your account is "frozen" because of a court order or some similar legal action;
- f) we establish other lawful exceptions and give you notice required by law of them.

In no event will we be liable for consequential, indirect, or punitive damages. The "Bank" will carry out written instructions from you and authorized users of your accounts. We will not incur liability for carrying out written instructions in a reasonable manner. You agree to indemnify the "Bank" and hold us harmless from any and all liability we incur as a result of following your written instructions in a reasonable manner.

FAIRFIELD COUNTY BANK is responsible only for exercising ordinary care in making payment upon your authorization and for mailing or sending a payment to the designated payee. FAIRFIELD COUNTY BANK is not liable in any way for damages you incur if you do not have sufficient funds in your account to make the payment on the processing date, if the estimate of time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of merchant address or account number, or the failure of any merchant to account correctly for or credit the payment in a timely manner, or for any other circumstances beyond the control of FAIRFIELD COUNTY BANK.

XX. ELECTRONIC MESSAGE CAPABILITIES AND LIMITATIONS

The Bill Pay Service allows you to receive electronic mail messages from the "Bank". A valid email address is required. These messages can also be retrieved when you login to FAIRFIELD COUNTY BANK's *Connect24* Online Banking. These alerts report activity in your account to assist you and to protect you from unauthorized changes to your account. FAIRFIELD COUNTY BANK is not liable in any way for damages you incur if you do not provide and maintain a valid email address.

XXI. AUTHORIZATION TO CHARGE ACCOUNTS

You authorize us to charge your designated account(s) for any transactions accomplished through the Bill Pay Service, including the amount of bill payment or transfer that you make, and any charges for the service. You understand that in adding a payee or maintaining a payee list, even if no payments are scheduled, you are electing to use the full Bill Pay Service. You authorize us to process Bill Payments and to transfer funds according to the instructions we receive if you provide the instructions through the Bill Pay Service. You authorize us to initiate any reversing entry or reversing file and to debit your accounts at FAIRFIELD COUNTY BANK or elsewhere, in order to correct any mistaken credit entry. You understand that if a Bill Payment request describes the Payee inconsistently by name and account number, execution of the request will occur on the basis of the account number, even if it identifies a person different from the named Payee.

XXII. CHANGES IN TERMS

The policies and procedures outlined in this disclosure were, in effect, on the date of publication. We reserve the right to change "Bank" policy at any time. You will receive at least 21 days' advance written notice of any change, deletion from, or addition to this Agreement that will adversely affect you. Your continued use of the Bill Pay Service after the effective date of the change will constitute your agreement to the changed terms.

XXIII. TERMINATION

You agree that we can terminate this Agreement, and your use of the Bill Pay Service if:

- a) you or any authorized user of your Bill Pay Service breach this or any other agreement between us;
- b) we have reason to believe that there has been or may be unauthorized use of your Bill Pay Service;
- c) we close your checking account due to fraudulent activity;
- d) there are conflicting claims to funds in your accounts;
- e) you or any authorized signer asks us to do so;
- f) you attempt transfers when you do not have available funds or overdraft protection available to cover them;
- g) we close your checking account due to NSF activity;
- h) you do not use the service for 180 days.

We reserve the Right To Discontinue the Bill Pay programs at any time by giving you advance notice.

XXIV. GENERAL TERMS

- a) When you use the Bill Pay Service to access your accounts or loans, the "Bank" agreements that govern those accounts or loans (such as your Consumer Customer Agreement including Check Clearing and Funds Availability Policies, Business Customer Agreement Including Check Clearing and Funds Availability Policy, Overdraft Line Of Credit Agreement or any other loan agreements) also apply.
- b) Non-cash items or ATM deposits you make to your accounts may not be available for immediate withdrawal. Please refer to our Funds Availability Policy.
- c) We may report you to consumer reporting agencies that report account abuses or loan delinquencies if you fail to meet the terms of this or other agreements governing your accounts or loans with us.
- d) The Bill Pay Services are designed and intended to be used for personal, family and household purposes. The Service may also be used for business.
- e) Connecticut law and applicable federal law, including but not limited to Federal Reserve Regulation E, govern this Agreement.

If any provision of this Agreement is found unenforceable, the remaining provisions will remain in full force and effect.

XXV. ENFORCEMENT

If an authorized Bill Payment transaction results in a negative balance in any of your accounts, you agree to restore the negative balance immediately upon our demand. If you do not do so, you agree that we can take funds from any FAIRFIELD COUNTY BANK account held in the same vesting or name(s) as the negative balance account to recover all or part of what you owe us. If no demand is made, and you have not cured the negative balance in your account within 15 days, we will suspend access to the Bill Pay System. Our exercise of this right in the event of a negative balance is not an election of remedies and will not waive our right to pursue all other legal means of collecting what

you owe us. You agree to pay all of our reasonable collection costs before we take legal action to collect what you owe us. If we do take legal action to collect what you owe us, you agree to pay our reasonable attorney's fees and costs of suit, in addition to any other remedy, the court finds proper. "Legal action" includes but is not limited to a collection lawsuit, an action to protect our interests if you become a debtor in bankruptcy, an appeal, or any other type of legal proceeding.

XXVI. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

If you think that an electronic transfer shown on your statement is wrong, or if you need more information about a payment or transfer, contact us immediately at 877-431-7431 or 203-431-7431, or you can write us at:

FAIRFIELD COUNTY BANK
Attn: Customer Care Center
PO BOX 2050
RIDGEFIELD, CT 06877

We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared.

- A)** Tell us your name and account number.
- B)** Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information.
- C)** Tell us the dollar amount and the payee of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will 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 business days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten business days for the amount you think is in error, so you will have the use of the money while we complete our investigation. If we ask you to put your complaint or questions in writing, and we do not receive it within ten business days, we may not re-credit your account during our investigation.

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 we used in the investigation. If a notice of error involves an electronic funds transfer that occurred within the first thirty (30) days after deposit to a new account, the applicable time period for action shall be twenty (20) business days in place of ten (10) business days. If a notice of error involves an electronic funds transfer that was initiated in a foreign country, the applicable time period for action shall be ninety (90) calendar days in place of forty-five (45) calendar days.