

## Union Savings Bank Online Banking Terms and Conditions & Electronic Communications Disclosure

Before opening your Union Savings Bank account or enrolling in a Service, you must review and accept the Bank's Electronic Communications Disclosure which addresses the provision of electronic copies of terms and conditions and other important account notices. If you do not want to receive electronic copies, and would prefer paper, you should exit the online application and visit your local branch. Our staff would be happy to help you open an account in person.

**Online Banking System Requirements:** Your browser settings must be set to allow pop-ups for website and mobile to access all of the features.

Operating System	Microsoft Internet Explorer®	Apple Safari®	Mozilla Firefox®	Google Chrome®
Windows 7	11.0	N/A	59.0	65.0
Windows 8.1	11.0	N/A	59.0	65.0
Windows 10	11.0, Edge	N/A	59.0	65.0
Mac OS X 10.11 (El Capitan™)	N/A	11.0	59.0	N/A
Mac OS X 10.13 (High Sierra™)	N/A	11.0	59.0	N/A
iPad®	N/A	9.2	N/A	N/A

- Cookies and JavaScript must be enabled to use Union Savings Bank Online Banking.
- Other browsers and operating systems may be used; however, they are not supported and some features may not function properly.
- For maximum security, always use the latest version of a browser. Beta versions of browsers and operating systems are not recommended or supported.
- Compatibility View for Microsoft Internet Explorer® is not supported.

### Union Savings Bank Electronic Communications Disclosure

Federal regulations and the laws of the State of Connecticut require us to provide you with certain important disclosures and account information as part of your application. You have the right to receive this information in paper form. We can provide these disclosures to you in electronic form if we obtain your consent. If you do not want to provide your consent, you can visit any branch of Union Savings Bank to apply for an account in person.

Your consent to receive disclosures and account information electronically includes all of the disclosures contained in the application or accessible by links in the application. In addition, your consent will apply to disclosures or account information we may send you in the future. These include, *but are not limited to* the following: privacy notices, change-in-terms notices, communications concerning errors that you report, "opt out" notices related to affiliate marketing, and new disclosures we are required by law to provide. Certain laws and regulations require that we obtain your written consent on some types of documents and contracts. This consent does not apply to those documents.

**Email Addresses:** Information will be sent electronically to the email address you specify in your application. You agree that you will provide this information to any co-applicants. If email is returned to us undelivered, we may, at our option, use any other email address that you or any co-applicant provided to us. We may also use the U.S. Postal Service. You agree that any information we send to

you electronically will be considered received by you when it is provided by any of the means specified in this paragraph.

It is your responsibility to provide Union Savings Bank with any updates or changes to this email address as it is used to deliver security alerts triggered from online banking. You must notify us of any change to your email address by calling us locally at 203.830.4200 or toll free at 866.872.1866. You can change your email address within online banking by selecting the “change” link located next to your email address from the “Accounts Home Screen.” Email notifications will be sent to both the original and new email address

**Copies:** You must print or save to your computer all of the disclosures provided to you with this application. If you require us to provide you with paper copies, contact us by calling (866.719- 6654)

**Withdrawal of Consent:** You may withdraw your consent to receive disclosures and account information electronically by calling us locally at 203.830.4200 or toll free at 866.719.6654. Instructions received from any co-applicant will apply to all co-applicants. Withdrawal will not apply to actions that are in process at the time your withdrawal of consent is received.

**Electronic Banking Services Agreement:** This Agreement and Disclosure provides information about Union Savings Bank consumer electronic banking services. This Agreement supersedes and replaces all prior versions and editions of the Agreement. By enrolling for the use of any Services described in this agreement, customer accepts and agrees to the terms and conditions of this Agreement as may be in effect from time to time.

This Agreement is also subject to applicable federal laws and the laws of the State of Connecticut. If any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Any waiver (express or implied) by either party of any default or breach of this Agreement must be in writing and shall not constitute a waiver of any other or subsequent default or breach. You may not assign this Agreement. This Agreement is binding upon your heirs and the Bank's successors and assigns. Certain of the obligations of the parties pursuant to this Agreement that by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation or expiration of this Agreement.

**Change in Terms:** We may change any term of this Agreement at any time without notice. If the change would result in increased fees for any bank service, or increased liability for you, we agree to give you notice at least 30 days before the effective date of any such change, unless an immediate change is necessary to maintain the security of an account or our electronic fund transfer system. We will provide any required notice of the change in terms to you by e-mail or by postal mail. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, we will notify you of the change in terms within 30 days after the change becomes effective. If there is more than one party to the account, notice to any one-account owner will be effective for all. We reserve the right to waive, reduce or reverse charges or fees in individual situations. You acknowledge and agree that the applicable deposit agreements and disclosures govern changes to fees applicable to specific accounts.

**Errors and Questions:** In case of errors or questions about your transactions, you should as soon as possible notify us via one of the following:

Telephone us at (866) 719-ONLINE (866-719-6654) during customer service hours; contact us by using the application's e-messaging feature; and/or write us at:

USBonline Customer Service Center  
P.O. Box 647  
Danbury, CT 06813-0647

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

1. Tell us your name and Service accountnumber;
2. 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,
3. Tell us the dollar amount of the suspectederror.

If you tell us verbally, we may require that you send your complaint in writing within ten (10) Business Days after your verbal notification. We will tell you the results of our investigation within ten (10) Business Days after we hear from you, 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 Payment 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 Payment 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. The Service may revoke any provisional credit provided to you if we find an error did not occur.

**Definitions:** For the purposes of this document, "you" and "your" shall refer to each customer who uses services described in this agreement. "We," "us," or "our" shall refer to Union Savings Bank. "Business Day" means Monday through Friday, excluding bank and Federal holidays. "Processing Day" means every day except Sundays and Federal Holidays. "Consumer" means a natural person The "Electronic Banking Services" refer to the services available under this Agreement. "Electronic Fund Transfer" and "EFT" mean any electronic transfer of funds made under this Agreement. Use of any of the following services are subject to the terms and conditions of this Agreement: Union Savings Bank Online Banking, USB Bill Pay, People Pay, e-statements, and Mobile Banking Services. Use of these services are also subject to the terms and conditions of any other applicable Agreements with Union Savings Bank.

- I. [Online Banking](#) for consumers includes: e-statements and external and internal transfers
- II. [USB Bill Pay](#)
- III. [Mobile Banking](#)
- IV. [People Pay](#) for person-to-person payments

## I – Online Banking

- A. General Information about Online Banking:** You may use Online Banking virtually any time, day or night, 7 days a week; however, Online Banking may be temporarily unavailable due to Union Savings Bank's record updating, or technical difficulties. To utilize the services, you will need to enter your Online Banking Password and otherwise satisfy the system's security procedures.
- B. Application Process:** To be eligible to use Union Savings Bank Online, you must complete an online application which can be found on our website and choose a User ID and Password. If your application is accepted, you will be able to access Online Banking pursuant to online instructions with regard to the use of Online Banking. Before you use Online Banking, you must read this Agreement and the online instructions. Your use of any of the Online Banking services means that you agree to the terms and conditions stated in the Agreement and the online instructions.
- C. Security Procedures:** When you enroll in Online Banking, you understand that you will define a new permanent Password. The Online Banking User ID and Password are confidential and should NOT be disclosed to third parties. You are responsible for the safekeeping of your User ID and Password. You agree not to disclose or otherwise make your User ID and Password available to anyone.
- D. Liability for Unauthorized Use:** You will notify us immediately if you believe that your User ID and/or Password has become known to an unauthorized person. Telephoning us AT ONCE in the number listed in the "Errors and Questions" section above is the best way of keeping your possible losses to a minimum. If you suggest that an unauthorized transfer or payment may have occurred, we may require you to sign an affidavit.

You could lose all the money in your deposit account(s) accessed through Online Banking (plus your maximum overdraft line of credit, if any) if you don't inform us that your Online Banking Password has become known to an unauthorized person. If you tell us within two business days after it is known to you, you can lose no more than \$50.00 if an unauthorized person used your Online Banking Password to access Online banking without your permission. If you do not tell us within two business days after you have learned that your Online Banking Password has become known to an unauthorized person and we can prove that we could have stopped someone from using your Online Banking Password without your permission if you had told us, you could be liable for as much as \$500.00.

Also, if your statement shows electronic funds transfers that you did not make, you will notify us immediately. We may require you to provide your complaint in the form of an affidavit. 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 a hospital stay) keeps you from telling us, we may extend the time periods.

### **E. Transfers:**

#### **1. Transfer Authorization and Processing:**

- a) The Service enables you to transfer funds: (i) between your Accounts that you maintain with us (Internal Transfers; and (ii) between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand (External Transfers). You represent and warrant that you are an owner of the Transaction Account and the

Recipient Account and that you have all necessary legal right, power and authority to transfer funds from the Transaction Account to the Recipient Account. Further, you represent and warrant that the Recipient Account is located in the United States.

b) When we receive a Transfer Instruction from you, you authorize us to debit your Transaction Account and remit funds on your behalf to the Recipient Account designated by you and to debit one of your Accounts as described below in Section 7 (Service Fees and Additional Charges). You also authorize us to reverse a transfer from your Recipient Account if the debit is returned from the Transaction Account for any reason, including but not limited to nonsufficient funds.

c) We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

- i. If, through no fault of ours, the Transaction Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
- ii. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
- iii. The transfer is refused as described in section 4 below;
- iv. You as a Sender have not provided us with the correct information, including but not limited to the correct Transaction Account or Recipient Account information; and/or,
- v. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.
- vi. If a funds transfer completed online or through mobile banking between accounts at Union Savings Bank before 11:00pm (Eastern Time) on a processing day, that will be considered the day of your deposit. A funds transfer made after 11:00pm (Eastern Time) will be considered deposited on the next processing day.

2. Responsibility for Accuracy. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Recipient Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

3. Transfer Methods, Amounts, and Timing. We may, at our sole discretion, impose limits on the amount of money you can transfer through our Service. We also reserve the right to select the method in which to transfer funds on your behalf, and the method to return funds to you in the event that the Recipient Account is closed or otherwise unavailable to us.

4. Transfer Cancellation Requests and Refused Transfers. You may cancel a transfer at any time until it begins processing (as shown in the Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Transaction Account. If this is unsuccessful (for example, the Transaction Account has been closed) we will make reasonable attempts to mail you a paper check. If after ninety (90) days (or longer, depending on our then-current standard for unclaimed checks) that check has not been cashed, we will stop payment on it and transfer funds to an "unclaimed funds" account, and will subsequently handle the unclaimed funds as required or otherwise permitted by applicable law.

5. Stop Payment Requests. If you as a Sender desire to stop any transfer that has already been processed, you must contact the Customer Service Center at 866.872.1866. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

6. Taxes. It is your responsibility to determine what, if any, taxes apply to transfers 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 transfers, or for collecting, reporting or remitting any taxes arising from any transfer.

7. Service Fees and Additional Charges. Applicable fees will be disclosed in the user interface for the Service. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Account you hold with us, whether a Transaction Account or Recipient Account, for these amounts and any additional charges that may be incurred by you. If we hold both the Transaction Account and the Recipient Account, then you authorize us to deduct such amounts and charges from the Transaction Account. Any fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

8. Failed Or Returned Transfers. In using the Service, you are requesting us to make transfers for you from your Transaction Account. If we are unable to complete the transfer for any reason associated with your Transaction Account (for example, there are insufficient funds in your Transaction Account to cover the transaction), the transfer may not be completed. In some instances, you will receive a return notice from us. In each such case, you agree that:

- (i) You will reimburse us immediately upon demand the transfer amount that has been returned to us;
- (ii) We are authorized to report the facts concerning the return to any credit reporting agency.

9. 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, address, phone numbers and email addresses. Changes can be made either within the application or by contacting customer care for the Service. Any changes in your Transaction Account or Recipient Account should also be made in accordance with the procedures outlined within the Service's help files. All changes made are effective immediately. We are not responsible for any transfer processing errors or fees incurred if you do not provide accurate Transaction Account, Recipient Account, or contact information

10. Refused Transfers. We reserve the right to refuse any transfer to a Recipient Account. We will notify you promptly if we decide to refuse to transfer funds to a Recipient Account. This notification is not required if you attempt to make a prohibited transfer under this Agreement.

11. Returned Transfers. In using the Service, you understand transfers may be returned for various reasons such as, but not limited to, Recipient Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Recipient Account or void the transfer and credit your Transaction Account. You may receive notification from us.

12. Information Authorization. Your enrollment in the Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau.

13. You accept the following additional terms and conditions when you use the External Transfer Service (ETS) feature of the Service to transfer funds between your account(s) with us and account(s) held at other financial institutions:

- a) You agree to use the ETS for legal purpose and not in violation of any laws, including but not limited to, laws and regulation designed to prevent Money Laundering or the transfer of funds to or from persons or organizations whose accounts are blocked under the regulation of the US Treasury Department.
- b) You may choose to add any of the bank accounts ("ET Accounts") which you would like to use with ETS. All ET Accounts must be with financial institutions in the United States. Not all types of accounts – for example, retirement accounts -- are available for External Transfer Service. You must check with your financial institution to verify its ability to participate in electronic External Transfer Service.
- c) A maximum of three (3) external accounts can be linked for the purpose of initiating transfers through the Bank's online banking service at any one time. The following limits apply to ETS initiated through the Bank's consumer online banking service:

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| <ul style="list-style-type: none"><li>• Single Transaction Limit: \$2,000</li><li>• Daily Transaction Limit: \$10,000</li></ul> |
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- d) A bank account may be added or deleted by you at anytime.
  - (i) To add an ET Account, you authorize ETS to access such ET Account as needed to provide this service.
  - (ii) Upon adding a bank account, you authorize ETS to make small deposits and/or withdrawals to the bank account to confirm your control of the account. The withdrawal(s) amount(s) will never be greater than the deposit(s) amount. You agree to verify online the amounts of such deposits and/or withdrawals. The bank account will be available – 'activated' for use with ETS service upon online verification of the amount of the deposits/withdrawals.
  - (iii) In your specific set-up there may be some ET Account authorization and activation with or without this deposit verification process.
  - (iv) Upon your request, ETS will make electronic transfers from above bank accounts via the Automated Clearing House (ACH) system in the amount you specify. You agree that such requests made with this service constitute your written authorization for such transfers.
  - (v) US Federal regulations require your bank to limit the number of transactions that you authorize using your savings or money market account. Transactions funded from your savings or money market accounts will count towards this limit. You should check with your bank regarding their policy.
  - (vi) The financial institution may not investigate discrepancies between account number and names on the account. You agree that we are not responsible to investigate such

discrepancies and may execute the transaction with account number reference only.

(vii) If any of your ET Accounts has a joint account holder, you represent and warrant that the joint account holder has consented for you to represent both and use the account with this ETS. If you do not give such consent, you should not use that account and we will terminate your use of ETS if we are notified of such situation.

- 1) You represent and warrant that you are owner of and have the right to access, use, and authorize us to use these ET Accounts for information and funds transfer purpose as defined in this Agreement.
- 2) You represent and warrant that the information you provided here is true, accurate and complete and you have the legal rights to share this with us. You are granting us the legal power of attorney to access the ET Accounts and take whatever actions are necessary, including but not limited to, transfer of funds to provide the services under this Agreement.
- 3) You may not be able to cancel a transaction once you 'submit' it. You also acknowledge that once the recipient picks up money, it is non- reversible and non- refundable.
- 4) A history of your past transactions is kept online. ETS does not provide any paper statement or confirmation. All the communication with you is through the online service.
- 5) The current balance information, if available within the service, may not be accurate due to many factors such as timing or posting difference or errors. Contact your financial institution to get most up-to-date available balance information.
- 6) Business days are Monday through Friday, excluding federal holidays. If you close any of your ET Accounts, you are responsible for removing it from this service to avoid any transaction failure and charges related to a failed transaction. You may be charged additional fees for failed transactions.
- 7) No International transactions are supported with this service.
- 8) We are not responsible for money sent to unintended recipients because you provided or selected incorrect information.
- 9) All transactions will flow through your ET Accounts established with the system, and all funds in those accounts are considered available for use in the transaction service. There may be limits on transaction amount imposed by the service or financial institution.
- 10) Typical time to Send / Receive money using the ACH network is 3 to 5 days; however, your specific transaction time may vary from this, and we do not guarantee any specific turnaround time for the ETS. You should check your accounts to see debiting or crediting of the amounts to confirm the status of funds.
- 11) There may be limitations related to each transaction, such as total amount, number of transactions allowed, or total transaction amounts. They are typically defined by your financial institution and are displayed within the service overview.
- 12) You agree you may have to pay transaction fees associated with this service. Such fees are typically defined by your financial institution and are displayed with the service overview. Fees associated with each transfer are non-refundable. We may process a transaction against your account without notice to you. Any failed transaction due to insufficient funds or



rejection or reversal of transaction by your ET Accounts institution may be subject to a charge.

- 13) You further agree that we shall not be liable for any losses, costs, fees, or damages of any kind incurred by you as a result of your use of the External Transfer Service, our access to your accounts, our debiting or crediting your accounts, our inability to debit or credit your accounts or any inaccuracy, misinformation, charges or fees applied by the account-holding institution or third parties, or any limitations related to funds transfer transactions. We have the right to terminate your use of the service, reject, reverse, or cancel any transactions you initiate, and/or restrict or condition your ability to transact at any time and for any reason, including but not limited to:
- (ii) Insufficient funds in your account
  - (iii) Your sharing or disclosing your password with anyone
  - (iv) Suspicious activity
  - (v) Order of any law enforcement agency
  - (vi) Our inability to verify information you provided
  - (vii) Your providing us with false or inaccurate information
  - (viii) Hacking, tampering, or impacting the service functionality, availability or security
  - (ix) Using the service for unlawful purpose, or
  - (x) Failing to cooperate with any information request or to remit service fees that are due and owed to us.
- 14) If your account ever reflects an amount owed to us, you agree to pay such amount to us immediately upon demand. You also agree to pay for all collection costs including reasonable attorney's fees and costs. For funds transfer transactions, we debit one of ET Accounts and credit another of the ET Accounts. If the debit transaction fails and the credit transaction has been completed, you authorize us to collect from the ET Account to which the credit was sent. We reserve the right to resubmit a debit, or partial debit against any of your ET Accounts to recover any deficiency resulting from the original amount plus any fees imposed.
- 15) You understand that these terms and conditions of use of ETS are additive to overall Service terms and conditions.

## **II – Bill Pay**

### **TERMS AND CONDITIONS OF THE BILL PAYMENT SERVICE**

#### **A. Service Definitions:**

“**Service**” means the bill payment service offered by Union Savings bank.

“**Agreement**” means these terms and conditions of the bill payment service.

“**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.

“**Payee**” is recipient of the payment.

“**Payment Instruction**” is 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).

“**Payment Account**” is the checking account from which bill payments will be debited.

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

“**Business Day**” is every Monday through Friday, excluding Federal Reserve holidays.

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

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

“**Due Date**” is the date reflected on your Biller statement for which the payment is due; it is not the late date or grace period.

“**Send on Date**” is the date you select when scheduling your payment in Online Banking. It is displayed within the calendar widget when scheduling a bill payment. The funds to cover this payment must be in your account to process. For paper check payments, The Send On date is when Union Savings Bank will check to see if the funds are in your account at approximately 9:00 p.m. EST.

“**Deliver by Date**” is the date you select that you would like your payment to be received by and is displayed within the calendar widget when scheduling a bill payment. The processing time for electronic payments is approximately 3 business days to arrive to the person/vendor you are paying. The processing for paper check payments time is approximately 5 business days to arrive to the person/vendor you are paying. These checks are sent as if they were from you and funds will be withdrawn from your account when the payee cashes your check

- B. Payment Scheduling:** The earliest possible Scheduled Payment Date for each Biller (typically four (4) or fewer Business Days from the current date) will be designated within the application when you are scheduling the payment. Therefore, you will not be permitted 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.
- C. 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 guidelines described under “Payment Scheduling” in this Agreement.
- D. 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 payment system. 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 Payment 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 Payment 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 use its best efforts to make all your payments properly; however, the Service shall incur no liability, and any Service Guarantee 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 Payment Account does not contain sufficient funds to complete the transaction;
- 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 Payment 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 Payment Account or causes funds from your Payment 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 Payment Account and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

- E. Payment Methods:** The Service reserves the right to select the method in which to remit funds on your behalf to your Biller. These payment methods may include, but may not be limited to, an electronic payment, an electronic to check payment, or a laser draft payment (funds remitted to the Biller are deducted from your Payment Account when the laser draft is presented to Union Savings Bank (“USB”) for payment).
- F. Payment Cancellation Requests:** You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the application. 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.
- G. 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 Service. Although the Service will make every effort 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 fee schedule

**H. Prohibited Payments:** Payments to Billers outside of the United States or its territories are prohibited through the Service.

**I. Exception Payments:** Tax payments and court ordered payments may be scheduled through the Service; however, such payments are discouraged and must be scheduled at your own risk. In no event shall the Service be liable for any claims or damages resulting from your scheduling of these types of payments. The Service Guarantee as it applies to any late payment related charges is void when these types of payments are scheduled and/or processed by the Service. The Service has no obligation to research or resolve any claim resulting from an exception payment. All research and resolution for any misapplied, mis-posted, or misdirected payments will be the sole responsibility of you and not of the Service.

**J. 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:

- Information provided to the Biller – The Service 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. The Service may, at the request of the Biller, provide to the Biller your e-mail address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller's informing you about Service and/or bill information.
- Activation – Upon activation of the electronic bill feature, the Service 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.
- Authorization to obtain bill data – Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to 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 obtain your bill data.
- Notification – The Service will use its best efforts to present all of your electronic bills promptly. In addition to notification within the Service, the Service 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 log-on 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. The Service 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 Service 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 the Service 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 – The Service is not responsible for the accuracy of your electronic bill(s). The Service 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.

**K. Exclusions of Warranties:** THE 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 MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**L. Password and Security:** You agree not to give or make available your password or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Service. If you permit other persons to use the Service or your password or other means to access your account, you are responsible for any transactions they authorize. If you believe that your password or other means to access your account has been lost or stolen or that someone may attempt to use the Service without your consent or has transferred money without your permission, you must notify the Service at once by calling 800-719-6654 during customer service hours.

**M. Your Liability for Unauthorized Transfers:** If you tell us within two (2) Business Days after you discover your password or other means to access your account 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 USB statement contains transfers 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 extend the period.

**N. 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 ONLY in the following situations:

- 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.

**O. Service Fees and Additional Charges:** Any applicable fees will be charged regardless of whether the Service was used during the billing cycle. 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 for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and/or Internet service fees that may be assessed by your telephone and/or Internet service provider.

**P. Failed or Returned Transactions:** In using the Service, you are requesting the Service to make payments for you from your Payment Account. If we are unable to complete the transaction for any reason associated with your Payment Account (for example, there are insufficient funds in your Payment Account to cover the transaction), the transaction will not be completed. In some instances, you will receive a return notice from the Service.

**Q. Address or Banking Changes:** It is your sole responsibility to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, address, phone numbers, and email addresses. Changes can be made either within the application or by contacting Customer Service. Any changes in your Payment Account should also be made in accordance with the procedures outlined within the application's Help files. All changes made are effective immediately for scheduled and future payments paid from the updated Payment Account information. The Service is not responsible for any payment processing errors or fees incurred if you do not provide accurate Payment Account or contact information.

**R. Service Termination, Cancellation, or Suspensions:** In the event you wish to cancel the Service, you may have the ability to do so through the product, or you may contact customer service via one of the following:

- Telephone us at (866) 719-ONLINE (719-6654) during customer service hours; and/or
- Write us at:  
USB Online Customer Service Center  
P.O. Box 647  
Danbury, CT 06813-0647

Any payment(s) the Service has already processed before the requested cancellation date will be completed by the Service. All Scheduled Payments including recurring payments will not be processed once the Service is cancelled. The Service may terminate or suspend Service to you at any time. Neither termination nor suspension shall affect your liability or obligations under this Agreement.

**S. Biller Limitation:** The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. The Service will notify you promptly if it decides to refuse to pay a Biller designated by you. This notification is not required if you attempt to make a prohibited payment or an exception payment under this Agreement.

- T. 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 use its best efforts to research and correct the returned payment and return it to your Biller, or void the payment and credit your Payment Account. You may receive notification from the Service.
- U. Information Authorization:** Your enrollment in the Service may not be fulfilled if the Service cannot verify your identity or other necessary information. Through your enrollment in the Service, you agree that the Service reserves the right to request a review of your credit rating at its own expense through an authorized bureau. In addition, you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or USB (for example, to resolve payment posting problems or for verification).
- V. Disputes:** In the event of a dispute regarding the Service, you and the Service agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between you and the Service which supersedes any proposal or prior agreement, oral or written, and any other communications between you and the Service relating to the subject matter of this Agreement. If there is a conflict between what an employee of the Service or Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail.
- W. Assignment:** You may not assign this Agreement to any other party. The Service may assign this Agreement to any future, directly or indirectly affiliated company. The Service may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.
- X. No Waiver:** The Service shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Service. No delay or omission on the part of the Service 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.
- Y. Bill Pay Limits:** are set to minimize payment risks and can be updated on an exception basis.

<b>1. Consumer – Bill Pay Limits</b>	Transaction Limit \$10,000	Daily Limit \$20,000
<b>2. Business – Bill Pay Limits</b>	Transaction Limit \$20,000	Daily Limit \$40,000

### **III. Mobile Banking**

#### Mobile Banking Enrollment Terms and Conditions (Consumer and Business)

**End User Terms:** This service is provided to you by Union Savings Bank and powered by a Third Party "Licensor" mobile technology solution. Section A of these End User Terms is a legal agreement between you and Union Savings Bank. Section B of these End User Terms is a legal agreement between you and the Licensor.

**A. Union Savings Bank Terms and Conditions:** Thank you for using Union Savings Bank Mobile. For consumers Union Savings Bank Mobile combined with your handheld's text messaging capabilities. For help, text "HELP" to 73955. To cancel your plan, text "STOP" to 73955 at any time. In case of questions please contact customer service at 866-719-6654 or email ContactUSB@unionsavings.com. Business mobile users should contact us by calling 866-487-2226 or email ContactUSB@unionsavings.com.

#### **Terms and Conditions:**

1. The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received from Union Savings Bank. You are responsible for any fees or other charges that your wireless carrier may charge for any related data or message services, including without limitation for short message service.
2. The services are provided by Union Savings Bank and not by any other third party. You and Union Savings Bank are solely responsible for the content transmitted through the text messages sent to and from Union Savings Bank. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in text message, etc.)

#### **B. End User License Agreement Terms for the Downloadable App**

1. Ownership. You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to Mobile Banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").
2. License Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
3. Restrictions. You shall not:
  - (i) modify, revise or create any derivative works of the Software;
  - (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software;
  - (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or
  - (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.



4. Disclaimer Warranty. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.
5. Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.
6. U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.
7. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of Florida excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of Florida and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.
8. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

### C. Mobile Deposit Guidelines, Limits, Endorsement Requirements, and Check Eligibility

1. **Guidelines:** Downloading the USB Mobile Banking App / USB Business Mobile App (Available in iTunes and Google Play App Stores) also allows you to have access to mobile remote deposit. Using your eligible mobile device, you can take an image of the completed front and back of your check for deposit. If we receive a scanned item before 4:00pm (Eastern Time) on a business day, your funds will usually be available the next business day. If we receive a scanned item after 4:00pm (Eastern Time) on a non-business day, we will consider that the deposit was made on the next business day. Funds that are deposited using mobile remote deposit may not be available immediately for withdrawal. Check eligibility and endorsement requirements that are not followed as outlined may be delayed.
2. **Default Limits:** Union Savings Bank will apply limits on the dollar amounts and number of deposits as listed below. Limits may vary based on the length of time you have a checking account with Union Savings Bank and the balances you maintain.

- Single Deposit Limit- \$10,000
- Daily Deposit Limit-\$10,000
- Daily Count Limit – 10

3. **Check Eligibility and Endorsement Requirements:** You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). You agree to restrictively endorse any item transmitted through mobile deposit to include "For Mobile Deposit Only, Union Savings Bank," or as otherwise instructed by Union Savings Bank. All signatures of payee(s) including business name should be included, if applicable. If you have any questions regarding guidelines, default limits, endorsement requirements and/or check eligibility, please contact our customer service center at 1.866.719.6654 for more information
  4. **Indemnity:** Customer agrees to hold harmless, defend, and indemnify Bank, its trustees, officers, and employees from and against any and all liabilities, claims, costs, expenses, losses, and damages of any and every kind (including reasonable attorney's fees and costs) arising out of or resulting, directly or indirectly, from the acts or omissions of Customer or its representatives in connection with the remote deposit services and use of the System, including without limitation any duplicate scanning or submission of Items, any alteration or misuse of Items, and any other act, error, or omission of Customer or any agent, representative, contractor, affiliate or subsidiary of Customer or any person having or obtaining access to the System by or through the personnel, representatives, facilities or systems of Customer.
- D. Debit Card Controls:** "Debit Card Controls" is a function that allows you to set controls on your debit card(s) and is located within the Union Savings Bank mobile banking app. Your debit card(s) will be linked automatically within your mobile banking app and can be accessed by selecting "Card Controls" from the "More" menu. Your card control selection(s) will be effective immediately. Debit Card(s) can be removed by you at any time by selecting "Remove Card" from the details section within the mobile app. USB reserves the right to decline transactions based on any possible security risks. All aspects and conditions referenced in the "Consumer Electronic Funds Transfer and Debit Card Agreement" remain in effect while using the "Debit Card Controls" service.

“Debit Card Controls” allow you to establish additional restrictions on your debit card in addition to the overall bank restrictions. Categories can be restricted based on Transaction Type permissible with your card, such as in-store or online, Merchant Type, Geographic Locations where your debit card(s) may or may not be used and Threshold Amount. You agree that the debit card control services are provided by USB and its service providers.

You can turn your debit card off through your mobile app by using Debit Card Controls in the event your debit card is lost or stolen to help stop additional unauthorized card activity. You will still need to report these activities to Union Savings Bank during business hours. The “Debit Card Control” functionality also allows you to elect to receive alerts regarding your debit card purchases. Even if you elect not to receive alerts, you will receive certain alerts such as when a debit card transaction has been declined or when we have made changes to our system.

If our service providers experience an event(s) that results in their inability to provide these Debit Card Control services, any card controls set up by you will not be in effect. In addition, during any service provider outage, all authorized transactions will be completed whether or not the transactions would have been subject to your previously set card controls. Unauthorized transactions will be handled in accordance with Regulation E guidelines and Section E of the Online Banking (I – Online Banking) portion of this agreement. Any lost or stolen card should be reported to Union Savings Bank immediately at: 866.872.1866

#### **IV – People Pay**

People Pay enables you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time.

##### **A. Payment Authorization and Payment Remittance.**

1. By providing us with names and telephone numbers, email addresses, and/or bank account information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Service. Once registered, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.
2. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account

names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors.

3. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.
4. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:
  - a) If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
  - b) The Service is not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
  - c) The payment is refused as described in Section 5 of the People Pay Terms below;
  - d) You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,
  - e) Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.
5. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Service (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

**B. Initiation of Payment Instructions:** You may initiate:

1. a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately,
2. a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and
3. a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Site. You agree to provide the payment recipient's correct name, payment amount, account number, mobile phone, email address, and any other information necessary to complete the payment. You understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account using the People Pay Service, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, the payment funds will be transferred into the Receiver's Eligible

Transaction Account no earlier than the next Business Day after you initiated the Payment Instruction. You acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or ten (10) Business Days. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement.

- C. Receiving Payments:** You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may also receive People Pay Requests, each as applicable, from others through the Service. You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you. If applicable, if you as a Requestor initiate a People Pay Request using the Service you acknowledge and agree that as

Disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the People Pay Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send People Pay Request may not receive, or otherwise may reject or ignore, your People Pay Request. We do not guarantee that you will receive any payments from individuals by initiating a People Pay Request.

- D. Payment Cancellation, Stop Payment Requests and Refused Payments:** Payment requests sent through direct deposit cannot be cancelled or stopped. Payment requests sent using the recipient's email address or mobile phone number can be cancelled until it is claimed, declined, or expired. ONCE AN ELECTRONIC PAYMENT HAS BEEN TRANSMITTED, IT CANNOT BE STOPPED.
- E. Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Service. Applicable fees are disclosed in the Schedule of Charges. 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. You are responsible for any other fees which you may incur as a result of account holds or insufficient funds.

<p><b>Sender: Account to Account(A2A) – Standard Payment (ACH)</b></p> <ul style="list-style-type: none"> <li>• Account to Account Payment; Sender knows the Recipient’s Routing &amp; Transit and AccountNumber</li> <li>• Payments are sent in the next ACH window and received in 1-2 business days (depending on receiving financial institution)</li> <li>• Debit is a Real Time Debit for both payment and fee at the time the payment is scheduled</li> </ul>	<p>Transaction Limit \$2,000</p>	<p>Daily Limit \$2,000</p>	<p>Usage Fee .35</p>
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**F. Refused Payments:** We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender. This notification is not required if you attempt to make a prohibited payment under this Agreement.

**G. Returned Payments:** In using the Service, you understand that Receivers may reject Payment Instructions or otherwise return payments. We will use reasonable efforts to complete Payment Instructions initiated through the Service.

**H. Termination:** The bank may terminate People Pay access at any time. The bank shall not no liability for any failed, terminated, or cancelled payments due to termination. You may terminate your use of People Pay by contacting us at 866-719-6654. If you do not use this service during any six (6) month period, we reserve the right to terminate your access. Termination does not affect your liability or obligations under this agreement.