

You acknowledge and agree that changes to fees applicable to specific accounts are governed by the applicable deposit agreements and disclosures.

### **In Case of Errors or Questions About Your Electronic Transfers, Including Bill Payments**

Contact us as soon as you can, if you think your statement is wrong, or if you need more information about a transfer listed on your statement. We must hear from you no later than 60 days after we sent the first statement upon which the problem or error appeared. When you contact us:

1. Tell us your name and account number.
2. Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error, or why you need more information.
3. Tell us the dollar amount of the suspected error.
4. If the suspected error relates to a bill payment made via the Online Banking Bill Payment Service, tell us the account number used to pay the bill, payee name, the date the payment was sent, payment amount, ID number, and the payee account number for the payment in question. (This information appears in the Bill Payment History screen(s).)

If you contact us by telephone or by e-mail, we may require that you send us your complaint or question in the form of paper writing by postal mail or fax within 10 business days.

We will communicate to you the results of our investigation within 10 business days (20 business days if the transfer involved a new account) after you contact us and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, point of sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it in writing within 10 business days, we may not provisionally credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless you already had an established account with us before this account was opened.

We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may inspect or ask for copies of the documents that we used in our investigation. If there is no error, we may impose on you a reasonable charge for making such reproductions.

Any documentation provided to you, which indicates that an electronic transfer was made to another person, shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

### **Our Liability for Failure to Make a Transfer**

If we do not complete a transfer to or from your account, including a bill payment, on time or in the correct amount, according to our agreement with you when you have properly instructed us to do so, we will be liable to you provided that in no event shall the liability of Bank of Canton, its officers, directors, employees, agents, or affiliates exceed the amounts paid by you to the Bank for these services provided to you through Online Banking, however, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make a transfer.
2. If a legal order directs us to prohibit withdrawals from the account.
3. If your account is closed, or if it has been frozen.
4. If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.

5. If you, or anyone authorized by you, commits any fraud or violates any law or regulation.
6. If any electronic terminal, telecommunication device, or any part of the Online Banking electric fund transfer system is not working properly.
7. If you have not provided us with complete and correct payment information for the Bill Payment & Presentment Service, including, without limitation, the name, address, your payee-assigned account number, payment date, and payment amount for the payee on a bill payment.
8. If you have not properly followed the on-screen instructions for using Online Banking.
9. If circumstances beyond our control such as fire, flood, interruption in telephone service or other communication lines, or problems arising in connection with transmissions over the Internet prevent the transfer, despite reasonable precautions that we have taken.

### **Our Liability for Failure to Stop Payment of Previously Authorized Transfer**

If you order us to stop payment of a previously authorized transfer 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### **Your Liability for Unauthorized Transfers**

Contact us at once if you believe your password has been lost, stolen, used without your authorization, or otherwise compromised, or if someone has transferred or may transfer money from your accounts without your permission. An immediate telephone call to us is the best way to reduce any possible losses. If you contact us after you learn of the loss, theft, compromise, or unauthorized use of your password, you can lose no more than \$50 if someone used your password without your permission.

For purposes of these disclosures, our business days are Monday through Friday 8:30 am – 5:00 pm except for bank holidays as published by the Federal Reserve Bank.

### **Disclaimer of Warranty and Limitation of Liability**

We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Online Services provided to you under this Agreement. We do not and cannot warrant that it will operate without errors, or that any or all Online Services will be available and operational at all times. Except as specifically provided in this Agreement, or otherwise required by law, you agree that Bank of Canton, our officers, directors, employees, agents or affiliates are not liable for any indirect, incidental, special or consequential damages under or by reason of any services or products provided under this Agreement or by reason of your use of or access to Online Banking, including loss of profits, revenue, data or use by you or any third party, whether in an action in contract or tort or based on a warranty. Further, in no event shall the liability of the Bank and its affiliates exceed the amounts paid by you for the services provided to you through Online Banking.

### **Your Right to Terminate**

You may cancel your Online Banking Service at any time by providing us with written notice by postal mail or fax. Your access to Online Banking will be suspended within 3 business days of our receipt of your instructions to cancel the service. You will remain responsible for all outstanding fees and charges incurred prior to the date of cancellation.

### **Our Right to Terminate**

You agree that we can terminate or limit your access to Online Banking Services for any of the following reasons:

1. Without prior notice if you have insufficient funds in any one of your Bank accounts. Online Banking service may be reinstated, in our sole discretion, once sufficient funds are available to cover any fees, pending transfers, and debits.
2. Upon 3 business days notice if you do not contact us to designate a new Primary Checking Account immediately after you close your Primary Checking Account.
3. Upon reasonable notice, not to exceed 30 days, for any other reason in our sole discretion.

### **Communications Between Bank of Canton and You**

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

E-mail – You can contact us by e-mail at [webbanking@thebankofcanton.com](mailto:webbanking@thebankofcanton.com) (Please note that banking transactions through Online Banking are not made via e-mail.)

Telephone – you can contact us by telephone at (888) 828-1690.

Fax – You can contact us by Fax at (781) 830-6495.

Postal Mail – You can write to us at: Bank of Canton, Attn: CIC, 557 Washington Street, Canton, MA 02021.

In Person – You may visit us in person at any of our banking offices.

### **Consent to Electronic Delivery of Notices**

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on Bank of Canton Online Banking website or by e-mail. You agree to notify us immediately of any changes in your e-mail address.



FOR MORE INFORMATION

[www.ibankcanton.com](http://www.ibankcanton.com)

Customer Information Center: 888.828.1690

24-Hour Automated Phone: 877.CANTON8

Member FDIC. Member DIF.



#0058 Rev. 5/15

## Online Banking

### Agreement and Disclosure



## Agreement

This Agreement, which includes the Enrollment Form, is a contract, which establishes the rules, that covers your electronic access to your accounts at Bank of Canton ("Bank") through Online Banking. By using Online Banking, you accept all the terms and conditions of this Agreement. Please read it carefully.

The terms and conditions of the deposit agreements and disclosures for each of your Bank accounts as well as your other agreements with Bank of Canton such as loans continue to apply notwithstanding anything to the contrary in this Agreement. All banking transactions using Online Banking are conducted based on signed written agreements between the Bank and, where appropriate, its affiliates, and customers, and the terms of those agreements are binding on the parties. No other representation, whether made in person, online, electronically, in written, graphical, or verbal communication, may alter the terms of those agreements except that your use of the Online Banking constitutes your agreement to the additional terms and conditions applicable to such use. By using the Online Banking, you accept at your own risk that the Internet and online communications medium may not perform as intended despite the efforts of the Bank, your Internet service provider and you.

You agree to use Online Banking only for those accounts for which you have authorized access and use. Your use of Online Banking constitutes your agreement to be contractually and legally bound by the terms of any electronic transmission you generate and/or respond to from Online Banking. You further agree to promptly pay all fees and charges that may apply to your use of Online Banking, either now or in the future.

You understand that certain special or custom products or services may not be available through the Online Banking. If any transaction requiring prompt completion cannot be made or concluded through the Online Banking, you should contact the Bank directly by telephone or in person during business hours.

Online Banking is provided as a privilege and convenience to Bank of Canton customers. Bank of Canton reserves the right to terminate Online Banking, in whole or in part, at any time and without prior notice.

This Agreement is also subject to applicable federal laws and the laws of the State of Massachusetts (except to the extent this Agreement can and does vary such rules or laws). 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. This Agreement, together with the Enrollment Form with fee disclosures, constitutes the entire agreement between you and the Bank with respect to the subject matter hereof and there are no understandings or agreements relative hereto which are not fully expressed herein.

## Definitions

As used in this Agreement, the words "we," "our," "us" and "BANK" mean Bank of Canton. "You" and "your" refer to the accountholder authorized by Bank of Canton to use Online Banking under this Agreement and anyone else authorized by that accountholder to exercise control over the accountholder's funds through Online Banking. "Account" or "accounts" means your accounts at Bank of Canton. "Electronic funds transfers" means ATM withdrawals, preauthorized transactions, point-of-sale transactions, and transfers to and from your Bank accounts using Online Banking including bill payments. "Online Banking Services" means the services provided pursuant to this Agreement, including the Bill Payment &

Presentment Service. "Business days" means Monday through Friday. Holidays are not included.

## Access

To use Online Banking, you must have at least one checking account at Bank of Canton, access to Internet service, and an e-mail address. Once we have received your signed Enrollment Form, verified your account information, and have approved your application, we will send you, either by e-mail or by postal mail, confirmation of our acceptance of your enrollment, along with your selected login ID and temporary password. Online Banking can be used to access only the Bank accounts that you have designated for access by Online Banking in your Enrollment Form. You can add or delete any of your Bank accounts from this Agreement by completing a new Enrollment Form. Access to your accounts through Online Banking will be based upon the identification of users and authority levels specified by you in your Enrollment Form, provided that we shall have no responsibility or obligation whatsoever to monitor transactions through Online Banking to determine that they are made on behalf of the accountholder.

## Online Banking Services

You can use Online Banking to check the balance of your Bank accounts, view Bank account histories, transfer funds between your Bank accounts, and, if you have enrolled in the Bill Payment Service pay bills via your Bank accounts.

## Hours of Access

You can use Online Banking seven days a week, twenty-four hours a day, although some or all services may not be available occasionally due to problems arising in connection with transmissions over the Internet, emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the Online Banking website.

## Your Password

For security purposes, you are required to change your password upon your initial login to Online Banking. You determine what password you will use. The identity of your password is not communicated to us. You agree that we are authorized to act on any and all instructions received under your password. You accept responsibility for the confidentiality and security of your password and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to Online Banking will be revoked. To re-establish your authorization to use Online Banking, you must contact us to have your password reset or to obtain a new temporary password.

You must create a complex password that meets our current security requirements. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

## Security

You understand the importance of your role in preventing misuse of your accounts through Online Banking and you agree to promptly examine your statement for each of your Bank accounts as soon as you receive it. You agree that it is your sole responsibility to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your password and login ID are intended to provide security against unauthorized entry and access to your accounts. Data transferred via Online Banking is encrypted in an effort to provide transmission security, and Online Banking utilizes identification technology to verify that the sender and receiver of Online Banking transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the Online Banking system is secure, you acknowledge that

the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Online Banking, or e-mail transmitted to and from us, will not be monitored or read by others.

You acknowledge that the Internet lacks inherent security for commercial transactions. Bank of Canton cannot and does not guarantee that downloads from this site will not contain a virus or other destructive device. Additionally, you provide, request and receive information via the Internet with the knowledge that such information can be intercepted and/or viewed by unknown third parties.

## Fees and Charges

You agree to pay the fees and charges for your use of Online Banking Services as set forth in the current fee schedule as it may be amended from time to time on 30 days notice to you. You agree that all such fees and charges will be deducted from the Bank checking account designated as the "Primary Checking Account" on your Enrollment Form. If you close your Primary Checking Account, you must contact us immediately to designate another account as your Primary Checking Account. You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of Online Banking.

## Posting of Transfers

Bank of Canton will make reasonable effort to see that transfers initiated through Online Banking before 5:00 p.m. (Eastern Time) on a business day are posted to your account the same day. Transfers completed after 5:00 p.m. (Eastern Time) on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. Online Banking identifies transfers based upon the login ID of the user who made the electronic transfer.

## Overdrafts (Order of Payments, Transfers, and other Withdrawals)

If your account has insufficient funds to perform all electronic fund transfers you have requested for a given business day, then:

1. Electronic funds transfers involving currency disbursements, like ATM withdrawals, will have priority;
2. Electronic funds transfers initiated through Online Banking, which would result in an overdraft of your account, may, at our discretion, be cancelled;
3. In the event the electronic fund transfers initiated through Online Banking, which would result in an overdraft of your account, are not cancelled, overdraft charges may be assessed pursuant to the terms of the deposit agreement and current schedule of fees for that account.

## Limits on Amounts and Frequency of Online Banking Transactions

The number of transfers from Bank accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those accounts. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

## Online Banking Bill Payment & Presentment Service

You must designate the Bank checking account from which the payments are to be made; the complete name of the payee, the account number, and the payee's remittance address, all exactly as shown on the billing statement or invoice; the amount of the payment, and the date on which you schedule the payment to be debited from your account. If the date on which you have scheduled the payment to be debited from your account is not a business day, your account will be debited the next business day. By using the Bill Payment Service option, you agree that based upon instructions received under your password, we can charge your designated account by electronic transfer, "no signature required draft," or by debiting and

remitting funds on your behalf. You also agree that your bill payment will be charged to the checking account(s) you have designated. We reserve the right to refuse to pay any payee designated by you. If we do so, we will notify you promptly.

## Stop Payment Requests & Cancel a Bill Payment

Stopping the payment of a check is different from the cancellation of a bill payment through the Bill Payment Service. Once the bill payment has been debited from your account, you cannot cancel or stop a bill payment which has been paid electronically. You may be able to stop an Online Banking bill payment paid by paper draft by contacting us by telephone before the paper draft has cleared. (You will have to contact us by telephone to determine if the paper draft has cleared.) If the paper draft has not cleared, we will immediately process your stop-payment request. We will notify you immediately if the paper draft has already cleared. To be effective, this type of stop-payment request must precisely identify the name of the payee, the payee-assigned account number, the amount and scheduled date of the payment, and the ID number from the Bill Payment View Posting Screen.

If you make your stop-payment request online or by telephone, we may also require you to put your request in the form of paper writing and get it to us within 14 days after you call. You will incur stop-payment charges as disclosed in the current fee schedule for the applicable account. Stop-payment charges for Online Banking bill payment paper drafts will be assessed in addition to the stop-payment charges for the applicable account.

**The initiation by you of certain electronic fund transfers from your account(s) will, except as otherwise provided in this agreement, effectively terminate your ability to stop payment of the transfer. Therefore you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.**

## Disclosure of Account Information and Transfers

You understand information about your accounts or the transfers you make may be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to Online Banking. You agree and hereby authorize all of these transfers of information.

## Periodic Statements

You will not receive a separate Online Banking statement. Transfers to and from your accounts using Online Banking will appear on the respective periodic statements for your Bank accounts.

## Change in Terms

We may change any term of this Agreement at any time. If the change would result in increased fees for any service, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amount of transfers, 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 post any required notice of the change in terms on the Bank website or forward it 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. Your continued use of any or all of the subject Services indicates your acceptance of the change in terms. We reserve the right to waive, reduce or reserve charges or fees in individual situations.