

Terms and Conditions for Mobile Banking and Mobile Deposit

As of 9/24/18

Thank you for using the Mobiliti Services ("services") and any related Software ("Software") provided by The Bank of Canton ("Financial Institution") combined with your handheld's text messaging capabilities. By participating in the Services or using the Software, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and bill pay services of which the Service is a part. Financial Institution in its discretion may modify these Terms and Conditions at any time. Standard messaging charges apply.

Terms and Conditions:

- a. Program: Financial Institution offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over the Short Message Service (SMS), as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship with Financial Institution as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. Standard messaging charges apply. Customers will be allowed to opt out of this program at any time.
- b. Questions: You can contact us at webbanking@thebankofcanton.com or 888-828-1690, or send a text message with the word "HELP" to this number: 72080. We can answer any questions you have about the program.
- c. To Stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: 72080. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.
- d. The Services and/or Software may not be available at any time for any reason outside of the reasonable control of Financial Institution or any service provider

Privacy and User Information. You acknowledge that in connection with your use of the Services, Financial Institution and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services or Software (collectively "User Information"). The Financial Institution and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Financial Institution and its affiliates and service providers also reserve the right to monitor use of the Services and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use the Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S.

Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Services and Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Financial Institution (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Financial Institution or any third-party service provider involved in the provision of the Services; or (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancel bots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Financial Institution, any third-party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software. Through the downloadable application. Mobile Deposit uses a smartphone camera to take a picture of the front and back of each check and submit the images electronically to make deposits to your checking or savings accounts. When capturing the images, visual brackets provide a guide for centering the check. Each check image is analyzed for quality upon submission; if the image does not pass, the customer is immediately notified and they can re-capture the check image. Customers can cancel the transaction at any time during the mobile deposit process. However, once the transaction has been submitted, it cannot be canceled.

Eligible items. We can accept checks payable to you, drawn on a U.S. Bank. We cannot accept: checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into, checks payable jointly unless deposited into an account in the name of all payees, traveler's cheques, money orders, checks drawn on a financial institution located outside the U.S., checks not payable in U.S. currency, substitute checks, or returned checks, checks dated more than 6 months prior to the date of deposit. **Image Quality Requirements.** The check images presented to the bank must accurately represent all information on both sides of the checks and check images must contain all endorsements.

Deposit Limits. You may deposit up to \$3,000 a day. Other limits may apply for new accounts.

Endorsement. You agree to endorse the check as "For mobile deposit only account #_____."

Funds Availability. If you make a deposit before 4:00 p.m. Eastern Standard Time on a business day that we are open, we will consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Your funds will usually be available within 2 business days. Customer is responsible for verifying that deposits have posted to the appropriate account. Please note: All deposits are subject to verification and can be adjusted upon review.

Errors. You agree to notify the bank of any suspected errors regarding items deposited through the service immediately, and in no event later than 30 days after we sent you the account statement on which the error appeared.

Retention/Destruction of Original Items. After verifying the deposit has been received, you agree to securely store and retain the check(s) for at least 14 calendar days from the date of the image transmission. During this period you agree to promptly provide the check to the bank if requested. After 14 days, you agree to shred the deposited items.

Touch ID™ for Mobile Banking. Touch ID is an optional fingerprint sign-in method for The Bank of Canton Mobile Banking that is currently available for most Apple® devices that have a fingerprint scanner. To use Touch ID, you will need to save your fingerprint by going to "Settings > Touch ID & Passcode" on your Apple device to complete the setup (for more help with fingerprint scanning, contact Apple support at apple.com/support). Fingerprints are stored on your device only and The Bank of Canton never sees or stores your fingerprint information. You acknowledge that by enabling Touch ID, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within The Bank of Canton Mobile Banking. The Bank of Canton reserves the right to suspend or disable this feature at any time. Touch ID can only be associated with one Mobile Banking username at a time on a device. If your device doesn't recognize your fingerprint, you can sign in using your password. To use Touch ID for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Touch ID anytime from the Services menu within The Bank of Canton Mobile Banking.

Apple and Touch ID are trademarks of Apple Inc. Currently, fingerprint sign-in for The Bank of Canton Mobile Banking is only available on compatible iOS devices.

Card Controls Additional Terms. The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Card Controls") within the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Card Controls. If Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement and this Supplement with respect to Card Controls, then the terms in this Supplement shall apply.

1. The Card Controls feature is only available for debit cards issued by The Bank of Canton that you register within the Mobile Banking App.
2. The Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact The Bank of Canton to discontinue the alerts and controls.
3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card-not-present transactions or

transactions where the actual location of the merchant differs from the merchant's registered address.

4. Card Controls may enable access to The Bank of Canton and third parties' services and web sites, including GPS locator websites, such as Google's. Use of such services may require Internet access and that you accept additional terms and conditions applicable thereto.
5. To the extent this Mobile Banking App allows you to access third party services, The Bank of Canton, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.
6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.
7. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL

BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

The Bank of Canton Alerts Terms and Conditions

The following Alerts terms and conditions ("Alerts Terms of Use") only apply to the Alerts feature (as defined below). If Alerts are not available to you, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

Alerts. Your enrollment in The Bank of Canton Online Banking and/or Mobile Banking (the "Service") includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your The Bank of Canton account(s). Alerts are provided within the following categories:

- Mandatory Alerts provide you with important account notifications, such as information about changes to your Online Banking password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- Account Alerts provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- Additional Alerts must be activated by you to be enabled. These Additional Alerts can be accessed from the More menu within The Bank of Canton Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. The Bank of Canton reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels ("EndPoints"): (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) your The Bank of Canton Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, text "STOP" to 99588 at any time. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in The Bank of Canton Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 99588. In case of questions please contact customer service at 888-828-1690. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

Limitations. The Bank of Canton provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside The Bank of Canton's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold The Bank of Canton, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

<https://www.thebankofcanton.com/security-resources/privacy-policy/>

Privacy and User Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, The Bank of Canton and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software. The Bank of Canton and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

Fingerprint Login for Mobile Banking

Fingerprint Login is an optional fingerprint sign-in method for The Bank of Canton Mobile Banking that may be available for certain Android® mobile devices that have a built-in fingerprint scanner. To use Fingerprint Login, you will need to first save your fingerprint on your mobile device (for more help with fingerprint scanning, contact the manufacturer that supports your mobile device). Fingerprints are stored on your device only and The Bank of Canton never sees or stores your fingerprint information. You acknowledge that by enabling Fingerprint Login, you will allow anyone who has a fingerprint stored on your device access to your personal and payment account information within The Bank of Canton Mobile Banking. The Bank of Canton reserves the right to suspend or disable this feature at any time. Fingerprint Login can only be associated with one Mobile Banking username at a time on a device. If your device does not recognize your fingerprint, you can sign in using your standard login credentials

(e.g. password). To use Fingerprint Login for Mobile Banking on multiple devices, you will need to set it up for each device. You can enable or disable Fingerprint Login anytime within The Bank of Canton Mobile Banking.

Android is a trademark of Google Inc.

Fees and Charges

You agree to pay the fees and charges for your use of Mobile 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 Mobile Banking.

Limits on Amounts and Frequency of Mobile 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.

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 a Mobile 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 Mobile 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 Mobile Banking. You agree and hereby authorize all of these transfers of information.

Periodic Statements

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

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 Mobile 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 Mobile 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 Mobile 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 Mobile 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.

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 (Please note that banking transactions through Mobile 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.