

Online Banking Access Agreement and Electronic Funds Transfer (EFT) Disclosure

This Online Banking Access Agreement governs your use of Eastern CT Savings Bank's Online Banking Services, including Bill Pay and Mobile Banking Services as described in this Agreement. Please print a copy of this Agreement for your records. By registering for or using Eastern CT Savings Bank's Online Banking Services, you agree to the terms and conditions in this Agreement and any changes in such terms and conditions as Eastern CT Savings Bank may make from time to time in accordance with applicable provisions of this Agreement. The terms, provisions and conditions of this Agreement do not replace, but supplement, any and all other agreements that govern any Account maintained by you at the Bank. In the event of a conflict between this Agreement and any agreement governing an Account, this Agreement shall control.

By clicking the "I Agree" button and by continuing to use the Service or Services, you agree to be bound by the terms and conditions of this Agreement. The Bank reserves all rights not expressly granted to you in this Agreement.

Definitions

In this agreement, the terms "financial institution", "bank", "we", "us", "our" and ECS refer to Eastern CT Savings Bank. The terms "you", "your" and "customer" refer to the person(s) or authorized signers on the account, authorized user (whether express or implied) or any individual issued a user ID and password. Online Banking Services" and "services" refers to the suite of services available to you pursuant to this agreement. The term "agreement" refers to this Online Banking Access Agreement.

Access

You may access these Online Banking Services through Eastern CT Savings Bank's website at www.bankeasternct.com and you may access our Mobile Banking services by downloading our free app via the applicable app marketplace on your mobile device.

Electronic Records and Electronic Signatures

By registering for and using ECS's Online Banking Services, you consent to the electronic transmission and delivery of any communication from us to you, including any disclosures or other information required to be delivered in writing under applicable law. You agree that this information may be delivered to you in electronic form and that such electronic communication shall be in lieu of written communication. This includes electronic delivery of changes in terms notices affecting your use of our Online Banking Service and account notices such as changes in terms, overdraft notices, and periodic statements. You agree that the use of our Online Banking Service with your user ID and password is your signature authorization for any payments or transfers or service requests accessible within this service. Each time you enter your user ID and password, you are authorizing us to process your request.

Your consent will be deemed effective for as long as you use the Online Banking Services. You may revoke your consent as set forth in the "Termination" section of this agreement. If you revoke your consent, your right to use ECS's Online Banking Services will be terminated.

Business Days

For the purpose of this agreement, our business days are Monday through Friday. Saturdays, Sundays, federal holidays or other days on which ECS remains closed are not business days.

System Requirements to Access Information

In order to use Online Banking and to access, receive and retain notices electronically, you must provide all necessary telephone lines, Internet or other connections and equipment needed to access the Online Banking Service and to receive notices electronically. You must use a currently supported browser or mobile application and confirm that your computer will meet the requirements and will permit you to access and retain any notice electronically each time you access and use Online Banking. We will give

you notice of any change to these specifications and requirements if the proposed change will adversely affect your ability to access and retain subsequent electronic notices from us. If you receive the Agreement electronically, you can print this Agreement by selecting File, then Selecting Print from your browser's menu.

- a. Your Responsibility. The installation, maintenance and operation of your equipment, including, but not limited to, your computer or any personal software you use and the Internet access through your Internet access provider is your responsibility. We are not responsible for any errors or failures from any malfunction of your equipment and software.
- b. Our Responsibility. We are not responsible for any computer virus or related problems that may be associated with the use of Eastern CT Savings Bank's Online Banking Services.
- c. Limitation of Liability. Neither we, nor any of our service providers, are liable for any damages arising or resulting from the use or maintenance of the equipment or other items necessary to operate Eastern CT Savings Bank's Online Banking Service personal financial software that you may choose to use in connection with the Online Banking. Services may include other functions and features (such as home budgeting and mortgage comparisons) which are not associated with ECS's Online Banking Services; therefore we are not responsible for such services. You agree that we are not responsible for any failure or loss caused if such financial software or any of your personal hardware or software is not compatible with Eastern CT Savings Bank's Online Banking Services, including lack of compatibility with our systems.
- d. Limitation of Warranty. NEITHER WE, NOR ANY SOFTWARE SUPPLIER OR ANY INFORMATION PROVIDER, MAKE ANY WARRANTIES REGARDING YOUR EQUIPMENT AND YOUR SOFTWARE, INCLUDING ANY SOFTWARE WE PROVIDE, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.
- e. Accuracy and Accessibility. It is your responsibility to provide us with true, accurate and complete information including your email address, contact information or any other information related to this disclosure and your account(s). If any of the information you provide to ECS changes, it is your responsibility to maintain and update your account information promptly.

Equipment and Technical Requirements

In order to use Online Banking Service, you need the following:

A personal computer with 1.3 GHz or faster processor that is capable of accessing the Internet.

Current version of Windows or Mac OS, 1GB of ram, 350MB of available hard disk space.

Browser that supports 128-bit encryption

Software that enables you to receive and access PDF files, such as Adobe Acrobat Reader.

You may also access the service by utilizing a variety of mobile devices with an up-to-date operating system. Either method chosen requires a current Internet browser. You are responsible for the installation, maintenance, and security and monitoring of your own device. We are not responsible for any errors or failures caused by any malfunction of your device and we are not responsible for any virus or related problems that may be associated with the use of your device. You are also responsible for any telephone or data charges incurred in connecting to your Internet Service Provider (ISP) that gives you access to the Internet including Short Message Services (SMS), or what is commonly referred to as text messaging.

Online Banking Access

As the primary user, you are considered the administrator who is responsible for managing your Online Banking Service. As administrator for business users, if requested and approved, you may be granted access to all of the enrolled online banking accounts and services. The administrator, at his or her sole discretion, can create and authorize other individuals to act as a user of Online Banking Service. The administrator can add, delete or change the access authorities for a user including the accounts and services they are allowed to access and the dollar amount of the transactions they are allowed to process. Designating an authorized user provides access to Online Banking Service and does not change ownership or provide authorization to these users to transact on your behalf in any other manner (i.e. at a branch location).

By granting an individual access to your accounts as an authorized user with a user ID and password you expressly agree to take responsibility for all activity initiated by those individuals. In effect, you have authorized each transaction to take place as though you yourself have completed them and ECS will not be held liable for individual user actions. If you inform ECS of revocation of a user, any transactions after the notice to ECS will be considered unauthorized.

The administrator and each user that has been afforded the authority to access accounts through Online Banking Service will have a unique user ID and password. Your user ID and password are initially set by you and subsequently can only be changed by you. Your user ID must be between 8 and 26 characters and may contain numbers, letters, and special characters. Your Password is your confidential code for accessing your Online Banking account information, and it should not be shared with anyone. It must be between 8 and 26 characters in length and must contain at least three of the following four criteria: one upper case letter, one lower case letter, one number, and one special character. You should make your Password as random as possible. The user ID designated for an authorized user can be issued and changed only by you, the administrator. The password for an authorized user is initially set by you, the administrator, and subsequently changed by the authorized user at first logon. In the event that you wish to change authorization (i.e. as a result of personal changes in your relationships, or for any other reasons) it is your sole responsibility to revoke access to protect against improper use of Online Banking Service by the individual(s) you have authorized.

Generally for all users, you should change your passwords frequently to help safeguard the security of your accounts. You may change your password under the Service Center Profile section. Bank employees will never contact you via e-mail or by telephone requesting your online password or any other personal information. If you are contacted by anyone requesting this information, do not provide it and contact us as soon as possible as outlined below. **It is important to keep your user IDs and passwords confidential to prevent unauthorized transactions on your bank accounts.**

If you suspect any misuse of Online Banking Service by an authorized user you, the administrator, should revoke that individual's access immediately and inform us AT ONCE if you believe your password and user ID have been compromised or may be compromised. **During business hours you may contact us by calling 860-889-7381.** Our business hours are Monday through Friday 8:30 am to 5:00 pm and Saturday's from 8:00 am to noon. **For after-hours support, please call 1-866-987-8306**

Error Resolution

In case of errors or questions about your electronic transfers including direct deposit, ECS ATM transactions, ECS debit card transactions, 24-hour telephone transactions, Online Banking Service transactions and/or pre-authorized payments, call ECS at 860-889-7381 to speak with the Customer Care Center (see business hours listed above) or send your written correspondence to:

Eastern CT Savings Bank, ATTN: Deposit Operations, 257 Main Street, P.O. Box 709, Norwich, CT 06360

If you think your statement or receipt is wrong or if you need more information about a transfer listed in your statement or receipt, promptly submit your inquiry to us as we must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to provide us with the following information:

Your name and account number; the description of the error or the transfer you think is incorrect and clearly explain why you believe it is an error or why you need more information; the dollar amount of the suspected error.

If you notify us orally, we will require you to send us your complaint or question in writing within ten (10) business days following the date that you notified us. We will report to you the results of our investigation within ten (10) calendar days following the date you notified us. We will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question following the date you notified us. If we decide to use more time to investigate, within ten (10) calendar days following the date you notified us, we will provisionally credit your account for the amount you think is in error so that you will have the use of the money during the time it takes to complete our investigation. If we do not receive your complaint or question in writing within ten (10) business days, we may not re-credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation, and we must make these available to you for inspection. For a reasonable fee covering our duplication costs, we will provide you with copies of any such documents which you request if your alleged error concerns a transfer to or from a third party (i.e. a Social Security payment), our investigation may be limited to a review of our own records if we decide that there was no error, you may want to contact such third party to pursue the matter further.

Tell us AT ONCE if you believe your User ID or password has been lost or stolen. Telephoning, as provided above, is the best way of keeping your possible losses down. You could lose all the money in your deposit accounts. If you tell us within two (2) business days, you can lose no more than \$50 from each deposit account if someone used your User ID and password to access your deposit account without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your User ID or password, and we can prove we could have stopped someone from using your User ID or password without your permission if you had told us, you could lose as much as \$500 from each deposit account.

Authorization for Transactions

You agree that the Bank may act on the electronic instructions of any of your authorized users.

Accessible Accounts

You may access your checking, savings, certificate of deposit and loan types of accounts to get account balance and transaction information with Online Banking Service. You may conduct electronic banking transfers with an ECS checking, Money Market, Statement Savings type of accounts. Bill payment may be conducted with an ECS checking type account only. You may also make payments to your ECS loan using the transfer service.

Online Banking Services

Depending on the services requested by you when you registered, the Online Banking Services allows you to perform some or all of the following functions:

- a) Account Balance and Transaction Information: View balance and account activity.
- b) Account-to-Account Transfers: Transfer funds between your eligible ECS

accounts.

- c) Person-to-Person Transfers: Transfer funds from your ECS account to another ECS customer account.
- d) Bank-to-Bank Transfers: Transfer funds to or from your accounts at another institution.
- e) Bill Payments: Pay bills to a third party via check or electronic transaction.
- f) E-Bills and E-Bill Presentment: Receive and view bills electronically from designated creditors or vendors that participate in e-Bill presentment programs and from which you authorize ECS to retrieve your e-Bill information.
- g) E-Statements (located under E-Documents tab): Access to your account statements online, review previous statements up to sixteen (16) months or from the first time you sign up for e-Statements, whichever is more recent.
- h) Manage My CD: Renew your eCD "Certificate of Deposit" to a different term. (available for electronic CDs only)
- i) Manage Overdraft Options: Request to establish an overdraft protection line of credit or request coverage of overdrafts with a transfer from your statement savings.
- j) Transfer Interest: Transfer interest earned to another ECS account.
- k) Stop Payment: Stop payment on a check that was written by you. To request a stop payment on an electronic bill payment, please visit any branch or phone us at 860-889-7381.
- l) Account Alerts: Set up email and/or text alerts for certain events such as low balance notification.
- m) Deactivate/Reactivate Card: Control access to your debit or ATM card when your card is not in use or misplaced.
- n) Notify ESB of your Travel Plans: Inform the Bank to expect transactions from your travel destination. This will avoid your card being deactivated for what appears to be suspicious activity.
- o) Apply for a new Debit Card: Request to order a brand new card.
- p) Replace an ATM or Debit Card: In the event your card is damaged you may request to order a new card with the same card number.
- q) Add or Remove Accounts from Online Banking Service: Request to add or remove accounts from your online banking service.
- r) Update/Change Contact Information: Change email address, home, mailing and seasonal address and phone number.
- s) Update/Change Security Information: Change user ID, password, personal image and security questions.
- t) Manage Authorized Users: Create and edit authorized users and online banking access.

ESB makes available other services which may be changed or enhanced periodically and include:

- Manage My Money: a financial management tool
- Open New Accounts/Apply for a Loan
- Communicate with Customer Care Representatives using secure chat or messages
- Quicken: ability to export or import account information

Account Balance, Available Balance and Transaction Information:

The account information you access via Online Banking Service will generally be current as of the business day you obtain the information, unless another time is specified. Information on your bank account(s) is available for up to one year. You may view current and available account balances, transaction activity, check images, pending Automated Clearing House (ACH) and point-of-sale (POS) transactions for deposit and loan accounts that are enrolled in Online Banking Service.

Please note:

- Your deposit account available balance includes your current balance minus any holds. Your available balance displayed does not include savings overdraft and unused Overdraft Protection Line.
- Immediate and future dated transfer or bill payment requests may draw against available funds that

include your savings account, unused Overdraft Protection Line. An insufficient funds fee may apply. Refer to our Schedule of Fees for the amount we will charge you for the overdraft method you have chosen.

- Your Overdraft Protection Line available balance is the dollar amount you have available to draw on.

Transfer Funds

You have the ability to set up a one time or recurring, monthly, quarterly or weekly transfer up to 365 days in the future. Transfer of funds is permitted between ECS checking accounts and statement type savings accounts and to make loan payments.

Transfers made after 8:00 pm on a weekend or federal holiday are posted on the next business day and are available for immediate use. Sufficient funds must be available at the time of your request. If you wish to cancel a recurring transfer, you must cancel the transfer before 12:00 midnight the night before the scheduled initiation date that the transfer occurs. For example, a cancellation may occur at 11:59 pm on January 1 if the payment is scheduled for January 2.

If you schedule an immediate account-to-account or person-to-person transfer, you must have adequate available funds in your account at the time the transfer is initiated. The funds will be deducted from your account immediately.

If you schedule a future-dated or recurring account-to-account transfer or person-to-person transfer you must have adequate available funds in your account when we attempt to transfer the funds. This will occur at 8:00 am on the scheduled date of transfer.

If a transfer fails because you did not have enough funds in the designated transfer account we will send you an email indicating a failed attempt and we will take no further action. If you receive an email because the transfer was not successful you may access Online Banking Service to reschedule the transfer.

Account-to-Account Transfers

This service transfers funds between your accounts held at Eastern CT Savings Bank. You are permitted to transfer between the following types of accounts:

- Checking account to checking account
- Checking account to a statement savings account
- Statement savings account to checking account
- Statement savings account to a statement savings account
- Additionally, you are permitted to make payments from the following types of accounts:
- Checking to loan accounts held with ECS
- Statement savings to loan accounts held with ECS

Our “Electronic Funds Transfer Disclosure Statement and Agreement” specifies the types of transfers available for internal transfers. This disclosure is located on our website at www.bankeasternct.com.

Person-to-Person Transfers

This service allows for transfers from your eligible Eastern CT Savings Bank personal accounts to another customer’s personal account held at Eastern CT Savings Bank. The customer you wish to transfer funds to must provide you with their name as it appears on their account and their account number to authorize the transfer of funds.

You are permitted to transfer between the following types of accounts:

- Checking account to another ECS customer’s checking account
- Checking account to another ECS customer’s statement savings account
- Statement savings to another ECS customer’s checking account
- Statement savings account to another ECS customer’s statement savings account

Any documentation provided to you that indicates that a person-to-person transfer was made, shall be admissible as evidence of such transfer and will effectively constitute prima facie proof that the transfer was made. **Business account holders must contact ECS at 860-889-7381 to request this service.**

Bank-to-Bank Transfers

This service allows for transfers to or from your checking, or statement savings type accounts held at Eastern Savings Bank and at another financial institution. Bank-to-bank transfers are accomplished by ACH debit and credits. Accounts maintained at the other financial institution must be either a checking or a savings type of account and must be in your name.

You may set up a bank-to-bank transfer under the “Transfer Funds - Add Bank to Bank Transfer” screen. You must enter the other financial institution’s routing number and your checking or savings account number. In most cases, you may find this information at the bottom of a check or deposit slip. Within a few days, your account at the other financial institution will receive two small deposits which must be verified by you before the transfer service can be initiated.

Transfer of funds between your accounts at another financial institution will generally be received no more than two (2) business days following the scheduled processing date.

For one-time bank-to-bank transfers, you must initiate the transfer before 3:00 pm for same day processing. One-time bank-to-bank transfers scheduled after 3:00 pm or on a weekend will be initiated the next business day. Only available funds may be transferred. Funds from bank-to-bank transfers will be available for your use as soon as we receive the funds.

Our “Electronic Funds Transfer Disclosure Statement and Agreement” specifies the types of transfers available for internal transfers. This disclosure is located on our website at www.bankeasternct.com.

Transaction Limits by Transfer Type

The following transaction limits will apply:

<u>Transaction Type</u>	<u>Maximum Transaction Amount</u>	<u>Maximum Daily Limit</u>	<u>Maximum 30 Day Limit</u>
Account-to-Account Transfers	\$25,000 or the available balance in your account, whichever is less	\$100,000	N/A
Person-to-Person Transfers	\$25,000 or the available balance in your account, whichever is less	\$100,000	N/A
Bank-to-Bank Transfers	N/A	\$25,000 incoming \$25,000 outgoing	\$50,000 incoming \$50,000 outgoing

Statement Savings and Money Market Statement Type Account Limitations

You may make as many in-person withdrawals as you wish. For any Statement savings, including Money Market statement type accounts, Federal law limits the number of telephone and/or third (3rd) party electronic fund transfers from your account to no more than six (6) per statement cycle. This limit includes those conducted by 24-Hour Telephone transfers, Online Banking Service, checks, POS transactions, Savings Overdraft transfers, ACH transactions, online bill payments and online transfers.

Stop Payments

You may use our stop payment feature, contained within our Online Banking Services, to initiate a stop payment request on a check you have written on your account. We will not honor a stop payment order sent through general email. A stop payment order sent through Online Banking may not be immediately received by us. We will make reasonable efforts to act on a stop payment order on the Business Day that you send the stop payment order through Online Banking if it is received by 4:00 pm. To ensure that a stop payment has been received immediately, you should contact our Customer Care Center at 860.889.7381. A stop payment fee as listed in the ECS "Schedule of Fees" will be charged to the account on which the stop payment is issued.

A stop payment order provided through Online Banking is deemed to be a written stop payment order and is good for six (6) months; but you may renew it in writing or by a subsequent stop payment order sent through Online Banking before the previous stop payment order has expired. Failure to renew the stop payment order may result in the item being paid. You must provide us with timely, complete and accurate information on the following:

- A. The number of the account against which the item is drawn
- B. The check number
- C. The exact amount (dollars and cents) of the item
- D. The name of the payee
- E. The reason for the stop payment

Complete accuracy is essential since stop payment orders are processed by computers operating on the basis of precise data. If any of the required information is incomplete or incorrect your stop payment order may not be processed and we will not be responsible for failing to complete the order. However, if all terms and conditions have been satisfied and we fail to process a stop payment order of a preauthorized transfer from your account, we may be liable.

Stop payment requests, which cover a range of checks that are missing or stolen, may be processed by us without regard to the dollar amount. A stop payment order becomes effective when we confirm its receipt and have verified that the item has not been paid. We will not be able to verify this immediately for items paid more than 180 days prior to your request. You are advised that under applicable state law, stopping payment on a check may not relieve you of your obligation to pay the check.

To stop or cancel a payment submitted through our Bill Payment service as part of Online Banking, please contact us at 860.889.7381.

Alerts

This service is designed to provide real time notification of important information related to your ECS account(s) such as a low balance or the occurrence of an overdraft. If you subscribe to our alert service you will be asked to select either email or text messaging (SMS) as a method of delivery. You are responsible for any telephone or data charges incurred in connecting to your ISP that gives you access to this alert service including SMS services.

We do our best to provide alerts in a timely manner with accurate information, but alerts may be delayed or prevented by a variety of factors beyond our control such as system failures or misdirected delivery. We don't guarantee the delivery or accuracy of alerts and the contents of an alert may be outdated by the time the alert is sent or received resulting from other account activity or delays in sending data among various systems. You agree to keep your alert contact methods up to date and accurate and further agree that we are not liable for any delays, failure to deliver, or misdirected delivery of any alert, for any errors in the content of an alert or for any actions taken or not taken by you or a third party as the result of an alert. Eastern CT Savings Bank reserves the right to terminate any request for any alert at any time.

You understand and accept that alerts are not encrypted and while we will never include your password or full account number in the alert, we may include limited information about your account and anyone with access to your alerts will be able to view the contents of these messages.

Mobile Banking

When you enroll in ECS's Online Banking you have automatic access to mobile banking web browsers. Smart phone device users may visit the App store for the free downloadable apps for iPhone®/iPad® and Android™. We may periodically require you to update, upgrade or download the most current App available to your mobile device.

The Mobile Banking iOS and Android™ Apps will allow you to conduct the following transactions:

- Review account balances, account details and transaction history
- Schedule one-time bill payments to existing payees
- Make one-time funds transfers between ECS accounts

You will not be able to access all of the functions/services that are accessible with a personal computer.

Receipt of account information through Mobile Banking may be delayed or impacted by factor(s) pertaining to your phone carrier or other parties outside of the Bank's control.

You are also responsible for any telephone or data charges incurred in connecting to your ISP that gives you access to the Internet or SMS services. Also, nothing about Mobile Banking creates any new or different liability for us beyond what is already applicable under your existing account agreements.

Liability for Failure to Make Online Transfers or Payments

If we do not complete a transfer to or from your account or a payment on time or in the correct amount according to your instructions and in accordance with this agreement and disclosure, we will be liable for limited losses or damages. However, we will not be liable in the following situations:

- A. Any other specific exceptions stated in our agreement with you and/or listed below
- B. The payment or transfer is to a high risk payee as defined above
- C. If, through no fault of ours, your account has insufficient funds to make the transfer or payment
- D. If the transfer or payment will exceed the credit limit for your Overdraft Protection Line Account
- E. If the system was not working properly and you knew or had reason to know about the break-down when you started the transfer or payment
- F. If circumstances beyond our control (such as fire and flood) prevent the transfer or payment, despite reasonable precautions taken
- G. If the funds are subject to legal process or other encumbrance restricting such transfer or payment
- H. If the transfer was attempted against a passbook type of account
- I. If we have a reasonable basis for believing that unauthorized use of your user ID and/or password, or designated account have occurred or may be occurring or if you default under any agreement with us or if you or the Bank terminates this agreement
- J. The payee does not process a payment correctly or in a timely manner
- K. If you negligently or intentionally share your user ID and password, or you do not report immediately any known theft of your user ID and/or password, leading to unauthorized access to accounts
- L. If your computer or mobile device is compromised, leading to unauthorized access to accounts
- M. If you leave your device unattended in the middle of a banking session and that results in unauthorized access to your account(s)

- N. If you do not sign-off after completing your banking session
- O. If your input error is the cause of a problem
- P. If there are postal delays that result in a payee not crediting your payment promptly
- Q. For direct, indirect, incidental, special, consequential, economic or other damages arising out of the use of Online Banking Service, including the Bill Payment service
- R. For loss, property damage or bodily injury, whether caused by the equipment, software, Bank, Internet browser or Internet access provider
- S. There may be other exceptions stated in our other agreements with you, or that may occur unforeseeably

If any of the circumstances listed immediately above occur, we will make a reasonable effort to take appropriate corrective action or to reprocess the transactions that may not have been completed or to correct transactions that have incorrectly been processed.

Documentation and Verification of Transfers and Payments

Periodic Account Statement: You will get a monthly account statement from the Bank for your checking, Money Market and statement savings accounts. Any transfers or bill payments conducted on the Internet through the Online Banking Service will appear on your account statement.

Overdrawing Your Account

If an overdraft in your account does occur, you will pay the full amount of the overdraft and associated fees as outlined in our "Schedule of Fee" to the Bank immediately upon request. This paragraph does not apply to Overdraft Protection Line of Credit; see the following paragraph for details on Overdraft Protection Lines of Credit.

Overdraft Protection Lines of Credit (as applicable)

If you have an Overdraft Protection Line of Credit and use Online Banking Service to withdraw or transfer money from your account, and the withdrawal or transfer creates an overdraft in your account, a loan will be made to you in accordance with your Overdraft Protection Line Agreement to cover the amount of the overdraft, provided that there is enough left of your Overdraft Protection Line maximum credit limit under your Overdraft Protection Line Note to cover the amount of the overdraft. Using your user ID and password to make a withdrawal or transfer when there is not enough money in your account to cover the withdrawal or transfer is a written order by you requesting the loan. Except to make these loans, you agree that you will not use your user ID and password to overdraw your account. If an overdraft in your account does occur, you will pay the full amount of the overdraft to the Bank immediately upon request.

Fees

Please refer to a separate "Schedule of Fees" located at <https://bankeasternct.com/disclosures> for additional information about Online Banking Service and other fees. If you have an ECS Overdraft Protection Line of Credit, you will be assessed a finance charge on any cash advance made on your credit line as provided in your Overdraft Protection Line Note you signed when you established your Overdraft Protection Line. These charges are subject to change by us.

Notices

In the event you need to provide us with notification, it should be addressed to:

Eastern CT Savings Bank, 257 Main St., P.O. Box 709, Norwich, CT 06360 ATTN: Electronic Banking.

Inactivity

If you do not use Online Banking Service (either account access or bill paying) for an extended period, we reserve the right to terminate your access to Online Banking Service and request that you re-register online if you wish to reactivate this service.

Electronic Communications Security

Internet email communication is not considered to be a secure form of communication. For bank account inquiries you agree to contact ESB electronically using the secure messaging feature within Online Banking Service.

Security Procedures

Online Banking Service system employs encryption to ensure the secure transmission of data. The system also utilizes risk based monitoring tools and reverse authentication to protect against phishing attempts. These methods include a user selected image to identify the Bank's online banking site, user selected challenge questions, out of wallet challenge based questions and out of band confirmation codes.

By using Online Banking Service, you agree that the online banking security procedures are reasonable and sufficient to ensure that all transaction requests such as bill payment and transfer instructions or other communication we receive from you have in fact, been made by you. You must consider the size, type and frequency of transactions or other communications that you anticipate making when determining whether you consider the Bank's online banking procedures to be sufficient. In short, by using Online Banking Service, you have determined that Online Banking Service is secure for your purposes.

The Bank will require users to answer security questions or to provide a confirmation code to process certain transactions and changes to Online Banking Service. This helps ensure information is secure and protects you from fraud and identity theft.

If the size, type and frequency of your transactions change, and you determine that the online banking security procedures cease to be reasonable and sufficient, you must inform the Bank of this immediately. Such a determination means you will no longer use Online Banking Service for any purposes. If you wish to learn more about online banking security, please ask us.

Notwithstanding any security procedure which may from time to time be in effect for detecting errors in transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

Third-Party Services

In addition, as an additional service, Online Banking Service may occasionally provide links to web pages provided by third parties. When you access those web pages provided by third parties, you are leaving the Bank's secure website. Some of those pages may not be secure. Each of those websites will operate under its own privacy policy. You are solely responsible for reviewing the privacy policy on each website and providing only that information you believe is appropriate to share with the provider of that website.

Our site may include promotional materials via links to web pages provided by third parties from whom you may purchase certain goods or services. You understand that we do not operate or control the products or services. The party providing each product or service is responsible for all aspects of order processing, fulfillment, billing and customer service. We are not a party to the transactions entered into between you and those third parties. You agree that your use of any such service is AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY ESB, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, AND MERCHANTABILITY OR NONINFRINGEMENT. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND OTHER SITES LINKED TO OUR SITE.

Disclosure of Information to Third Parties

To maintain your privacy, we will not disclose any information about you or your accounts to any person, or organization or agency with the exception of (as applicable):

- Certain routine disclosures necessary to complete a transfer
- Verification of the condition and existence of your account for a credit bureau or merchant
- Persons authorized by law in the course of their official duties
- ECS's employees, auditors, service providers, attorneys or collection agents in the course of their duties
- A court order or lawful subpoena
- Consumer reporting agencies
- Your written authorization which shall automatically expire forty-five (45) days after our receipt of your authorization

If an unauthorized disclosure has been made, we must inform you of the details of the disclosure within a reasonable amount of time after we have discovered that an unauthorized disclosure has occurred.

Information Provided by You

You represent and warrant that all information you provide to us is accurate, complete, and current information for eligibility, application, registration, payment and all other purposes. If, at any time, any information you have provided us becomes inaccurate, you agree to promptly provide us the additional information necessary to make the information you previously provided true and complete in all material respects. You are responsible for all statements made and acts that occur through the use of your user ID and password, and for all instructions entered through and under your user ID and password, including those submitted on your behalf by authorized users.

Indemnification

If you are the primary user or an authorized user performing transactions from an account, you agree to indemnify ECS and hold us harmless from and against any and all claims, demands, expenses (including, but not limited to, reasonable attorney fees and costs), losses or damages claimed by any third parties (including, but not limited to, any persons authorized to perform transactions) arising out of (i) any transactions or attempted transactions covered by this agreement or (ii) your breach of this agreement. If we initiate any legal action to collect money owed to us under this agreement or any related agreements, including any counterclaim, you agree to pay all of our costs for such action, including any reasonable attorneys' fees. This provision does not apply to action in connection with any credit account. In such cases, the credit agreement will govern these costs.

Amendment and Termination

You may terminate your use of Eastern CT Savings Banks Online Banking Services at any time by calling **860.889.7381**. You may also write to us at **Eastern CT Savings Bank, 257 Main Street, Norwich, CT. 06360**. We have the right to modify or amend the terms of this agreement at any time. If required by this agreement or by applicable law, notice will be given for the applicable required number of days in advance of each such amendment. Your continued use of the Online Banking Services shall constitute your agreement to such amendments. You agree that we may terminate or suspend your use of ECSs Online Banking Service in whole or in part, for any or no reason, at any time without prior notice. If we terminate or suspend your use, we reserve the right to make no further transfers, payments or transactions from your account, including any transfers and transactions you have previously authorized. Termination shall not affect your liability under this agreement for transactions commenced or accepted by the Bank on your behalf prior to such termination.

If you do not log in or otherwise access your Online Banking Services for an extended period of time, the service or services may be considered inactive. We reserve the right to terminate your access to the services without notification to you.

Internet Gambling

You agree not to process transactions that are restricted under the Unlawful Internet Gambling Enforcement (UIGEA). Internet gambling transactions are prohibited and should not be processed through any accounts.

New Services

New services may be periodically introduced for our Online Banking Services. The Bank will notify you of the existence of these new services. By using these services as they become available, you agree to be bound by the rules that will be made available to you concerning these services.

Governing Law

This Agreement is governed by and shall be construed in accordance with the laws of the State of Connecticut and applicable federal law. You are responsible for compliance with any applicable federal, state and local laws and regulations.