



## ONLINE BANKING AGREEMENT AND DISCLOSURE

PLEASE READ THIS CAREFULLY AND RETAIN A COPY FOR YOUR RECORDS. BY ENROLLING IN AND USING ONLINE BANKING YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND DISCLOSURE AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

### I. Important Information About This Agreement

This Agreement and Disclosure ("Agreement") governs your access to and use of First County Bank's Online Banking system ("Online Banking"). This Agreement also contains disclosures required by applicable federal and state laws, regulations and rules. Online Banking allows you to engage in various online banking activities. By using Online Banking or authorizing others to use Online Banking on your behalf, you and your authorized users accept and agree to the terms of this Agreement and acknowledge receipt of the accompanying disclosures. You understand and agree that each owner of any jointly owned deposit or loan account has consented to access and use of Online Banking and is jointly and severally liable under this Agreement.

By using Online Banking, you consent to the electronic transmission of personal financial information. Your consent will be deemed effective as long as you use Online Banking.

In addition to this Agreement, Accounts that you access through Online Banking are also governed by the terms and conditions of any account agreements provided to you. The terms and conditions of each of the account agreements and disclosures, as may be amended from time to time, are incorporated into this Agreement by their reference herein and continue to apply notwithstanding anything to the contrary in this Agreement. This Agreement amends and supplements the terms and conditions of your Account Agreements as it regards Online Banking and any transactions or actions that may be initiated through Online Banking. Should there be any conflict between the terms and conditions of this Agreement and your account agreements, this Agreement shall control to the extent of the inconsistency.

We offer certain additional services that supplement Online Banking, such as our online bill payment service ("Bill Pay"), mobile banking service ("Mobile Banking"), Zelle<sup>®</sup> Transfer Service and various cash management services for business accounts ("Cash Management Services"). We reserve the right to add additional services, or to discontinue existing ones, at any time in our sole discretion. Your enrollment in these additional services is optional. Each of these additional services is governed by separate terms and conditions. If you elect to enroll in one or more of these additional services, you must agree to those terms and conditions when you enroll. The terms and conditions for these

additional services are each considered an addendum to this Agreement, and when you enroll, the terms and conditions for these additional services each is incorporated by their reference herein.

All references to time of day in this Agreement refer to Eastern Time (ET). The term "consumer" refers to individuals and accounts held by individuals established primarily for personal, family, or household purposes and "business" refers to individuals and/or entities and accounts held by individuals and/or entities for business or commercial purposes. "Business Day" means Monday through Friday, excluding Saturday, Sunday, bank holidays and Connecticut state and federal holidays. For the purpose of this document, "I", "you" "me", "mine" and "your" shall refer to each depositor or authorized user who applies for or utilizes Online Banking. The term "Bank", "we", "us" and "our" shall refer to First County Bank. "Account" means any account, deposit or loan, any product or any service that you have with us and access through Online Banking.

## **II. E-SIGN, EFT and other Disclosures, Terms and Conditions**

### **1. Electronic Signatures in Global and National Commerce Act (E-Sign Act) Disclosure**

This disclosure covers all of your Accounts with us accessed through Online Banking (via personal computer (PC) or Mobile Device), our website, or other electronic means.

By accepting this Agreement, you:

- Affirmatively consent to receive present and future required disclosures, notices, periodic statements and any other communications whatsoever that we may choose to send (referred to collectively hereafter as "Disclosures and Statements") to the extent permitted by applicable state or federal law and/or regulation in electronic form.
- Acknowledge receipt of a clear and conspicuous statement about your rights in regard to receiving electronic consumer disclosures as outlined in the Electronic Signatures in Global and National Commerce Act (E-Sign Act); and
- Acknowledge receipt of consumer disclosures included herein for Online Banking.

**Online Banking is an electronic internet based service. Therefore, you understand that this Agreement will be entered into electronically.**

- You have the right to have this disclosure as well as certain future Disclosures and Statements provided or made available on paper or in non-electronic form;
- You have the right to withdraw your consent to have Disclosures and Statements provided or made available in an electronic form but will no longer receive electronic Disclosures and Statements. You may withdraw your consent by contacting the CustomerFirst Contact Center at (203) 462-4400 Monday through Friday (excluding bank holidays) from 8:30 a.m. to 4:30 p.m. Your consent is considered valid until withdrawn;
- A paper copy of this Agreement may be obtained after clicking "I Agree" by calling the CustomerFirst Contact Center; a fee will not be charged for a copy of this Agreement. You should retain a copy for your records.
- You may print or copy Disclosures and Statements. You may request a paper copy of Disclosures and Statements by contacting the CustomerFirst Contact Center. Copy fees may

apply. For certain accounts, a fee for paper periodic statements may also apply. See the Bank's Deposit Account Schedules of Charges applicable to your account for details and a list of applicable fees: <http://firstcountybank.com/online-disclosures>

- You understand that to access and retain this Agreement and to use Online Banking, you must have the following: a PC or Mobile Device with an Internet browser that has "cookies" enabled and supports 256 bit encryption, an Internet connection for the PC or Mobile Device, an e-mail address, and either a printer or equipment with sufficient electronic space to store this and subsequent Disclosures and Statements.

## **2. Change of Address and/or Contact Information**

We will rely on your mailing address, email address and other contact information as it appears in our records and as you provided it to us when enrolling in Online Banking. If you change your mailing, email address, or any other contact information you are responsible for advising us of the change. To change either your mailing or email address with us, you must update same by using the Service Center within Online Banking or by notifying us at the address and/or CustomerFirst Contact Center telephone number provided in section 22 of this Agreement.

In order to keep you informed of changes to this Agreement, we may from time to time distribute a new Agreement to you when changes are made. The Bank will distribute subsequent updated Agreements to the email address you register in Online Banking. If an e-mail is returned as "undeliverable", the Bank will deliver to a secondary e-mail address, if we have one on file. If there is no secondary e-mail address, we may, but are not required to, send a hard copy of any changes to your physical mail address that is on record with us. You agree that if you fail to notify us and provide valid contact information you will be deemed to have been provided Disclosures and Statements that were made available to you through our website, e-mailed to you to your last known e-mail address, or made available to you by other electronic means.

## **3. Enrollment and Security Procedures for Online Banking**

You may become eligible for Online Banking by completing and submitting an application to the Bank. Even if you are eligible for Online Banking your enrollment may not be approved if we cannot verify your identity or other necessary information. We reserve the right to verify any information you provide to us in connection with Online Banking. You understand that in order to enroll in Online Banking, you must have a checking account with the Bank.

Upon enrollment you will be required to create a User ID and Password and you understand that you must enter your Password at the start of every session to use Online Banking if you are using a PC or Mobile Device. The password is exclusively yours and is used to authenticate you in your use of Online Banking. You understand and agree that the Bank may act on any transaction instructions or requests received through Online Banking using your User ID and Password; your User ID and Password are the equivalent of your signature authorization. If your User ID or Password is entered incorrectly on three (3) consecutive access attempts, your access to Online Banking will be blocked. If this occurs, please the CustomerFirst Contact Center to have your Password reset. Should you forget your Password and need assistance, a "forgot my password"

link is available through Online Banking which will issue a one-time, temporary Password to the email address we have on file, provided you correctly answer one or more challenge questions.

You agree to adhere to the following minimum security procedures when using Online Banking:

a. Encryption.

The Bank requires the use of browsers (whether on your PC or your Mobile Device) that provide encryption using a 256-bit key. The Bank strongly recommends that customers protect their financial information by using the most secure encryption available. The Bank is not liable for losses resulting from the use of less than 256-bit encryption. If you elect to use a browser with less than 256-bit encryption, this implies your acceptance of this risk.

b. User ID and Password.

You agree not to voluntarily disclose or otherwise make your User ID and Password available to anyone that is not authorized to withdraw funds from your accounts. You agree not to store your User ID and Password in a conspicuous place. You understand your liability for unauthorized use of your Password is set forth in Section 15 below. If you permit other persons to use your User ID and Password to access Online Banking, you are responsible for any resulting transactions to or from your Accounts and we will not be liable for and will not reimburse you for any losses that may occur as a result.

c. Multi Factor Authentication.

You acknowledge that, in addition to the use of an individual User ID and Password, access to Online Banking includes a Multi Factor Authentication security features. Multi Factor authentication uses a second factor of identity authentication that may include, but is not limited to, additional log-in security features such as identification and verification of IP addresses, registration of your PC and/or use of browser cookies, access filters and other authentication information. Multi Factor Authentication requires you to establish and utilize, in addition to a User ID and Password, your own individual authentication through the use of personal identifying questions. Further authentication may occur automatically due to the detection of unusual source occurrences in relation to your access credentials.

d. Public Use.

You understand and agree that if you access Online Banking from a PC or Mobile Device other than your own (such as a public computer terminal at a library) or if you use your PC or Mobile Device in a public location (such as a Wi-Fi enabled café) you increase your risk of internet fraud. You agree that you will not leave your PC or Mobile Device unattended while using Online Banking. You also agree that, in such situations, you will always end your session by clicking on the "Logout" button.

e. Clear Your Cache.

You agree to clear your browser's cache on a regular basis in order to remove copies of web pages that may be temporarily stored on your system.

You agree to employ, throughout the term of this Agreement, up-to-date and state-of-the-art protective software, such as firewall, antivirus, spyware and monitoring software, to detect and prevent unauthorized access to the computer systems you use to access the Online Banking System. You agree to maintain a vigilant watch to defeat and avoid phishing, pharming or other online attacks or fraudulent schemes that could compromise the security of your access to the Online Banking System.

f. Safeguarding Your Mobile Device.

If you use a Mobile Device to access Online Banking, you understand that there are safeguards that you must take. Although Online Banking transactions initiated from your Mobile Device will not display the full account number for any of your Accounts, it will display other sensitive information about your Accounts, including balances and transfer amounts. Anyone with access to your Mobile Device, User ID and Password may be able to view this information. You also agree to abide by all user manuals, guides, instructions and other documentation that your telecommunications company and/or Mobile Device manufacturer may provide regarding the proper and appropriate use of your Mobile Device and you will not tamper with the appropriate use of your Mobile Device.

The Bank will not be liable to you for any losses that may result from your failure to follow these security procedures. We may modify or enhance these security procedures from time to time at our discretion.

#### **4. Equipment and Technical Requirements**

You understand that to have access to Online Banking, you must have the following: a personal computer (PC) and/or Mobile Device with an Internet browser that has “cookies” enabled and supports 256 bit encryption, an Internet connection, an e-mail address, and either a printer or sufficient electronic space to store this disclosure. The Bank strongly recommends that your computer be running one of the following most updated operating systems listed below, using one of the most updated browser versions indicated. Some areas of our site may require the use of Macromedia Flash or Adobe Acrobat Reader. Other browsers and operating systems may work effectively; however, we do not test against them and therefore your experience may vary.

**Online Banking supports the two (2) most recent versions of the following browsers:**

**Windows**

Microsoft Internet Explorer • IE

Firefox • Firefox

Google Chrome • Chrome

**Macintosh**

Safari • Safari

Firefox • Firefox

Google Chrome

Online Banking is also supported through a Mobile Device with a compatible operating system and access to the internet using the default browser included on your Mobile Device or the Bank's official Mobile Banking Application compatible with your device platform.

From time to time your use of Online Banking may require that you upgrade or install software on your Mobile Device and/or PC. You agree to do so promptly upon notice.

You are responsible for the installation, maintenance and operation of your PC and/or Mobile Device. We are not responsible for any errors or failures caused by any malfunction of your PC and/or Mobile Device nor any virus or related problems that may be associated with your use of your PC, Mobile Device, the Internet, or Online Banking. WE STRONGLY ENCOURAGE YOU TO SCAN YOUR PC AND/OR MOBILE DEVICE USING RELIABLE VIRUS PROTECTION AND TO REMOVE ANY VIRUSES FOUND USING SUCH PRODUCTS.

#### **5. Online Banking Access and Deposit Account Limitations**

You may access and use Online Banking virtually any time, day or night, seven (7) days a week subject to user authentication protocols. Some services may not be available on certain accounts or through certain devices. Online Banking may be temporarily unavailable due special or scheduled maintenance or technical difficulties. Maintenance periods may vary, and we reserve the right to schedule maintenance at any time without prior notice. We reserve the right to limit or block your access to Online Banking without notice to maintain or restore security to our systems if we reasonably believe that your User ID and/or Password has been obtained and/or utilized without authorization.

If you do not use Online Banking for a continuous three (3) month period, we may assume that you no longer wish to have this service and you agree that the Bank may discontinue the service without further notice.

Certain transactions may only be conducted up to the end of day daily collected available balance in your deposit account. The maximum daily transaction amount for Bill Pay transactions is Twenty Five Thousand Dollars (\$25,000). The maximum per user transaction for transfers from another bank into your First County Bank account is Two Thousand Five Hundred Dollars (\$2,500) per day and One Hundred Thousand Dollars (\$100,000) during any thirty (30)-day period. The maximum per user transaction for transfers from your First County Bank account to another bank is Twenty Five Thousand Dollars (\$25,000) per day and One Hundred Thousand (\$100,000) during any thirty (30) day period. Transfers are also subject to the terms disclosed in Section 7 - Internal and External Transfers. We reserve the right to limit the frequency and dollar amount of transfers for security reasons without prior notice.

We may from time to time introduce new types of Online Banking functionalities. We will provide you with notice of these to the extent and in the manner required by applicable federal and/or Connecticut state law. If necessary, we will update this Agreement to incorporate new

functionalities. Your use of same will signify your acceptance of the terms and conditions governing these new functionality types.

UNDER APPLICABLE FEDERAL REGULATIONS, THERE ARE LIMITS ON THE NUMBER OF TRANSFERS OR WITHDRAWALS WE MAY PROCESS ON CERTAIN DEPOSIT ACCOUNTS. No more than six (6) transfers or withdrawals that are pre-authorized, automatic, online, telephonic, or by means other than those made in person may be made from certain savings or money market deposit accounts to another account at the Bank or to a third party in any monthly statement cycle. Each transfer through Online Banking from certain savings or money market deposit accounts is counted as one of the six (6) limited transfers you are permitted each statement period. If you violate the six (6) transfer or withdrawal limit three (3) times within a twelve (12) month rolling period, we will close your account and the funds in the account may be returned to you or transferred to your transaction account.

## **6. Transactions Modes and Processing**

Transfers initiated through Online Banking funds transfer functionality may be processed in different ways. Sufficient funds must be available at the time the transaction is requested. Options for transfers include Immediate, Future Dated (One Time) and Recurring. When scheduling a transfer, also note the difference between the "Transfer Date" date and the "Deliver By/Delivery Date" date.

"Immediate": If I designate an external transfer as "Immediate", the Processing Date will be the next business day. The "Processing Date" is the first day of the processing period. Depending upon how it is confirmed, processing may take three (3) to five (5) business days. "Immediate" transfers may not be canceled for any reason once made as funds are immediately deducted from my checking account. An internal transfer will process on that same day.

"Future Dated (One Time)": If I designate a transfer as a "Future Dated (One Time)" transaction, I may request that a transfer be made on a future date that I may designate up to three hundred sixty four (364) days in advance. The Processing Date will be the effective date I entered for the transfer, or the next business day should the effective date fall on a Saturday, Sunday, bank holiday or federal or Connecticut state holiday. Sufficient funds must be available by midnight of the night before the Processing Date, but will be deducted from my checking account on the actual Processing Date. "Future Dated (One Time)" transactions may be canceled or changed up until 12:00 midnight of the night before the Processing Date.

"Recurring": If I designate a transfer as a "Recurring", I may request that the transaction be made in the same amount to a designated account on a specified regular basis (i.e., weekly, biweekly, monthly, etc.). I will designate a "start" and "end" date or the number of times the transfer is to recur. The Processing Date will be the effective date I entered for the transfer, or the next business day should the effective date fall on a weekend or holiday. Sufficient funds must be available by 12:00 midnight of the night before the Processing Date, but will be deducted from my checking account on the actual Processing Date. "Recurring" transactions may be canceled or changed up

until 12:00 midnight of the night before the Processing Date. See Section I -Stopping or Modifying Online Banking Pre-Authorized Interbank Transfers - below regarding how to stop "Recurring" transfers.

The "Transfer Date" is the date we will attempt to deduct the transfer amount from your designated account. If the attempted transfer fails because you did not have enough funds in your designated checking account we will notify you. In addition, you may view a failed transfer online in your account activity. A second attempt at the transaction may be made and, if it is not successful, the transaction will be cancelled and you will be responsible for rescheduling. If the second attempt at the transaction is successful, the transfer will be processed and remitted to the designated account, however the "Deliver by/Delivery date" will be on the next subsequent business day. If you receive notification because an attempted transfer failed, you may access your account activity through Online Banking to determine the whether the second attempt at the transfer has been scheduled or contact of CustomerFirst Contact Center. If you schedule a transfer with the "Transfer Date" date as the current date, you must have adequate funds in your account at the time the transfer is scheduled. The funds will be deducted immediately. If you schedule a transfer as a "Future Dated (One Time)" there must be adequate funds in your account when we attempt the transfer.

"Deliver By/Delivery Date" date is the date that you can expect the designated account to receive your transfer.

For processing information related to other funds transfer services offered by the Bank (such as Bill Pay and Zelle® please see the respective terms of service.

## **7. Internal and External Transfers**

You may transfer funds electronically between certain of accounts at the Bank through Online Banking ("Internal Transfers"). Account transfers may only be made between your accounts in which you have an ownership interest and include checking, statement savings, and money market accounts. All these accounts must be in your name and Taxpayer Identification Number. In addition, you may request advances from your Home Equity Line of Credit ("HELOC") during your draw period, subject to the terms and conditions of your HELOC Agreement as may be amended by your acceptance of the terms and conditions of this Agreement. All such advances, whether taken individually or jointly, will be deemed an advance requested, authorized, and taken by all persons obligated under your HELOC Agreement and each borrower thereunder will be responsible, jointly and severally, for the repayment of all amounts owed. The minimum amount of any advance is \$500.00, or the amount of your available balance if less than \$500.00. By your use of Online Banking to request an advance from your HELOC you acknowledge and agree to the following: (i) any person who is a party to the HELOC Agreement may individually authorize and take advances from your HELOC; (ii) advances under the HELOC Agreement made through Online Banking will be deposited to an authorized deposit account linked to your Online Banking; (iii) requests for advances are subject to the conditions and procedures established by First County Bank at the time the advance is requested; and (iv) in the event the terms and conditions of your



HELOC Agreement are modified by your acceptance of this Agreement, all other terms and conditions of your HELOC Agreement remain unchanged and in full force and effect.

You may also transfer funds between your designated account(s) at the Bank and other accounts in your name and Taxpayer Identification Number that you own at other financial institutions within the United States of America ("External Transfers"). Within Online Banking, you must provide the name of the recipient financial institution, the account number, and the recipient financial institution's transit-routing number and confirm test deposits. For Transaction Modes and Processing timing see Section 6 - Transaction Modes and Processing Dates above. Funds transferred from other financial institutions will be available for withdrawal no later than the business day after the business day on which such funds are received. Funds transfers from other financial institutions designated as "Future (One Time)" or "Recurring" will be processed by 12:00 Noon on the effective date for provisional credit (i.e., for cash withdrawals at ATMs or Banking centers), and will post and be available by the next Banking day for payment of non-Online Banking transactions. If the effective date falls on a Saturday, Sunday, Bank holiday or Connecticut State or federal holiday, the transfer will occur on the next Banking day.

#### **8. Stopping or Modifying Online Banking Pre-Authorized External Transfers**

We may cancel an interbank transfer if we have reasonable belief that the transfer is fraudulent. If we cancel an interbank transfer, we may but are not required to contact you to inform you of this action. When you submit a transfer you authorize us to withdraw the necessary funds (including all applicable fees and charges) from your account that is designated. Interbank transfers designated as "Immediate" cannot be stopped, canceled, or changed once confirmed. Except as stated herein, in order to request that an Online Banking transfer designated as "Recurring", be stopped or changed you must do so within Online Banking. You may delete the scheduled transfer and create a new scheduled transfer if necessary. You must cancel the transfer within Online Banking by 12:00 midnight of the day before the scheduled Processing Date. (See Sections 6 and 7 above) The Bank will only accept a verbal or written notice to stop an Online Banking transaction if it relates to a payment designated as "Recurring" and only if the notice is received at the CustomerFirst Care Center no later than three (3) business days before the scheduled date of the transfer. If you call, the Bank may also require you to put your request in writing and deliver it to the Bank within ten (10) business days after you call. The written notice must detail whether the cancellation applies to only one (1) of the "Recurring" transactions, or all of the transactions in the "Recurring" stream. You understand that your written notice will only be accepted at the address and phone number listed in Section 22 of this Agreement. If you request a cancellation of a pre-authorized transaction from your personal account as set forth above and the Bank does not do so, the Bank will be liable only for the damages caused as explained in Section 15 of this Agreement.

If your preauthorized transfers may vary in amount, the transferee will tell you at least ten (10) days before each transfer, when it will be made, and how much it will be. You may choose instead to get this notice only when the transfer amount would differ by more than a certain amount from

the previously transferred amount, or when the amount would fall outside of certain limits you choose to set.

## **9. Bill Pay**

Bill Pay is an optional electronic service which allows you to schedule bill payments through the Internet. Bill Pay is offered through a service provider (the "Bill Pay Provider"). You must be enrolled in Online Banking in order to be eligible for Bill Pay. Your use of Bill Pay is subject to the Bill Pay Provider's additional terms and conditions that are provided to you when your use of Bill Pay is enabled. You understand and agree that the Bill Pay terms and conditions are incorporated into and considered part of this Agreement.

## **10. Mobile Banking**

Mobile Banking is an optional service that allows you to access Online Banking through a Mobile Device. Mobile Banking is offered through a service provider. You must be enrolled in Online Banking to use Mobile Banking. Your use of Mobile Banking is subject to additional terms and conditions that are provided to you when you enroll in Mobile Banking. You understand and agree that the Mobile Banking terms and conditions are incorporated into and considered part of this Agreement. Your Mobile Device must be a supported device and you may not be able to access all functions and/or services that are accessible through Online Banking.

## **11. Zelle® Transfer Service (Zelle)**

Zelle is an optional service that allows you to access Zelle through a Mobile Device. Zelle is offered through a service provider. You must be enrolled in Online Banking to use Zelle. Your use of Zelle is subject to additional terms and conditions that are provided to you when you enroll in Zelle. You understand and agree that the Zelle terms and conditions are incorporated into and considered part of this Agreement. Your Mobile Device must be a supported device and you may not be able to access all functions and/or services that are accessible through Online Banking.

THE SERVICE IS INTENDED FOR SENDING MONEY TO FAMILY, FRIENDS AND OTHERS WHOM YOU TRUST. YOU SHOULD NOT USE ZELLE TO SEND MONEY TO PERSONS WITH WHOM YOU ARE NOT FAMILIAR OR YOU DO NOT TRUST. ZELLE DOES NOT OFFER A PROTECTION PROGRAM FOR AUTHORIZED PAYMENTS MADE THROUGH THE SERVICE (FOR EXAMPLE, IF YOU DO NOT RECEIVE THE GOODS OR SERVICES THAT YOU PAID FOR, OR THE GOODS OR SERVICES THAT YOU RECEIVED ARE DAMAGED OR ARE OTHERWISE NOT WHAT YOU EXPECTED).

As a consumer, it is important to understand how fraud and scams are defined because there may be differences in the consumer protections offered. A basic way to differentiate fraud and scams is unauthorized vs. authorized transactions.

### **FRAUD**

If someone gained access to your bank account and made a payment with Zelle® without your permission, and you were not involved in any way with the transaction, this is typically considered

fraud since it was unauthorized activity. If someone gained access to your account, and stole money or sent it without your permission, this could be defined as fraud. Immediately report suspected unauthorized activity to us. Because you did NOT authorize a payment, you are typically able to get your money back after reporting the incident.

#### SCAM

If you were knowingly involved in the transaction and you gave the “ok” and authorized a payment to be sent, this is typically defined as a scam. Even if you were tricked or persuaded into authorizing a payment for a good or service someone said they were going to provide, but they did not fulfill it, this would be considered a scam. Because you authorized the payment, you may not be able to get your money back. A few types of scams reported involve purchasing tickets, buying puppies and other financial scams like cash flips.

#### Contact Us for Possible Recourse

Contact our CustomerFirst Contact Center at the number below or any of our Branch Offices immediately if you feel you have been the victim of fraud or have been scammed. In cases of unauthorized payments, consumers have legal rights and protections under the Electronic Funds Transfer Act (also known as "Reg E"). It is important to read the user service agreement and the account agreement you receive from us when you enroll to understand the terms of any payment service you intend to use.

### **12. Account Information**

You may view account information such as current balance, available balances and transaction history for all accounts within my Online Banking profile for no less than the previous six (6) months. Balances shown will include a date as of which the balance is current. This balance may not reflect your end of day daily collected balance that is available as it may not include deposits that are still subject to verification, deposits in progress, outstanding checks, or other withdrawals, transfers, payments, items in process, or unsettled debit card activity.

### **13. Financial Management Software**

You may supplement Online Banking by use of a connection ("Web Connect" or "Direct Connect") between Online Banking and certain financial management software (e.g., QuickBooks™ software and related products) which allows you to integrate Online Banking transactions with your financial management software. The use of Online Banking through available financial planning software is inclusive of the terms and conditions of this Agreement, including but not limited to, applicable transaction limits, processing and system availability. Refer to your specific financial planning software provider for details about their services. Account information accessed through financial management software must use an active User ID, Password and any other access devices or other secure method as may be required. If you choose to use financial management software you must purchase it from the manufacturer or a retailer and your use of same is governed by the software license agreement(s) included with each software application. You are responsible for its set-up, installation, maintenance, updates and upgrades. We make no warranties nor accept any liability for such software. You are responsible for all Online

Transactions that you authorize using financial management software and if you permit any other person to access Online Banking using it, you are responsible for all Online Banking activities that they authorize. Our Online Banking records supersede any records stored or created on your equipment through the use of financial management software. Financial management software may not be usable when accessing Online Banking through a Mobile Device.

#### **14. Alerts**

You may voluntarily establish automated electronic alerts ("Alerts") that may be sent via email to the external email address you set-up in Online Banking. The Bank is not responsible for any costs or fees you incur as a result of Alerts sent to Mobile Devices. Your receipt of Alerts is in addition to (and not in replacement of) any other information that you may ordinarily receive from us regarding your account activities and does not relieve you of any responsibilities you may have under the Account Agreements to review any materials that we send to you regarding your Accounts with us including (but not limited to) your periodic statements. You understand that we do not guarantee (a) either the delivery or accuracy of any information requested or provided through the Alerts or (b) that you will have continuous or uninterrupted access to the Alerts. We are not responsible for any delay, failure or error in the transmission or content of the Alerts. We will not be liable for any direct or indirect damages arising from the delivery, non-delivery or wrong delivery of any Alerts, from any inaccurate information provided through the Alerts, from your use of or reliance on any information contained in the Alerts or from your inability to access the Alerts.

#### **15. Fees and Charges**

We do not charge fees to enroll in Online Banking. You may be charged fees for using certain features of Online Banking or to perform certain online actions. For details regarding fees and charges associated with your account and the services you access through Online Banking see your applicable Deposit Account Agreement, Account Disclosures and the applicable Deposit Account Schedule of Charges: <http://firstcountybank.com/online-disclosures>. You authorize the Bank to automatically deduct the amount of any fee or charge from your account regardless of whether there are sufficient funds available in your account.

You are responsible for all telephone (including wireless) charges, wireless data service charges, and other similar charges incurred in connecting to Online Banking and for charges by Internet service providers or wireless service providers that you utilize to access and utilize the Internet and/or Online Banking.

#### **16. Liability for Unauthorized Online Transactions from Your Personal Deposit Accounts - For Consumer Accounts Only**

TELL US AT ONCE if you believe that your User ID and Password have been stolen or used without your permission. You may call or write to us at the telephone number and address in section 22.

1. Timely Notice Required: You must notify the Bank within two (2) business days after learning that your password has been lost or stolen so that your maximum liability shall not exceed the lesser of fifty dollars (\$50.00) or the amount of the unauthorized transfers.

2. Timely Notice Not Given: If you fail to notify the Bank within two (2) business days after learning that your password has been lost or stolen your liability shall not exceed the lesser of five hundred dollars (\$500.00) or the sum of (i) fifty dollars (\$50.00) or the amount of unauthorized transfers that occur within the two (2) business days (whichever is less) plus (ii) the amount of unauthorized transfers that occur after the close of two (2) business days and before notice to the Bank, provided the Bank establishes that these transfers would not have occurred had I notified the Bank within that two (2) day period.

3. Periodic Statement, Timely Notice Not Given: You must report to the Bank an unauthorized Online Banking transfer that appears on a periodic statement within sixty (60) days of the Bank sending or otherwise making the statement available to you in order to avoid liability for subsequent transfers. If you fail to meet the sixty (60) day deadline your liability shall not exceed the amount of unauthorized Online Banking transactions that occur after the sixty (60) day period and before you notify the Bank as long the Bank establishes that these transfers would not have occurred had you notified the Bank within the sixty (60) day period.

#### **17. Liability for Failure to Make Transfers – For Consumer Accounts Only**

If we do not complete an electronic funds transfer to or from your personal account on time or in the correct amount according to this Agreement we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable for instances if: (1) Through no fault of ours, you do not have enough money in your account to make the transfer. (2) The transfer would go over the limit on your overdraft line of credit. (3) The equipment, ATM network, phone lines or computer systems were not working properly or were temporarily unavailable and you knew about the breakdown when you started the transfer or payment. (4) Circumstances beyond the Banks scope of control, such as fire or flood, prevented the payment or transfer, despite reasonable precautions the Bank has taken. (5) A court order or legal process prevents the Bank from making a transfer or payment. (6) You have a reasonable basis for believing that unauthorized use of your password has occurred or may be occurring with respect to your designated account or if you default under any agreement with the Bank or if the Bank or you terminate this Agreement. (7) The transferee does not process a payment correctly, or in a timely manner. If any of the circumstances listed in (3) or (4) herein should occur, the Bank shall assist with reasonable efforts in taking appropriate corrective action to reprocess the transaction(s) that may not have been completed or to correct transaction(s) that have incorrectly been processed. Except as required by law, the Bank shall not be liable for indirect, special, consequential or punitive damages arising out of your use of Online Banking.

#### **18. Errors or Questions – For Consumer Accounts Only**

In case of errors or questions about Online Banking transactions, you should immediately: 1. Contact First County Bank CustomerFirst Contact Center; 2. Write to First County Bank at 117 Prospect Street, Stamford, Connecticut 06901; or 3. Contact First County Bank by e-mail via Online Banking. If you need more information about a transfer or payment listed on your periodic statement or receipt, you must contact the Bank within sixty (60) days after the Bank sent the FIRST statement on which the problem or error appeared.

You must tell us:

1. Your name and account number.
2. Describe the error or transfer that you are unsure about and explain as clearly as you can why you believe it is an error or why you need information.
3. Tell us the dollar amount of the suspected error.

The Bank shall determine whether an error occurred within ten (10) business days of receiving a notice of error (twenty (20) business days if the transfer involved a new account) and will report the results to you within three (3) business days upon completion of the Bank's investigation. The Bank shall correct the error within one (1) business day after determining that an error occurred. If the Bank cannot complete the Investigation within ten (10) business days, then the Bank may take up to forty five (45) days (ninety (90) days if the transfer involved a new account) from receipt of the notice of the error to investigate and determine whether an error occurred as long as the Bank: 1. provisionally credits your account in the amount of the alleged error within ten (10) business days (twenty (20) business days if the transfer involved a new account) of receiving notice of the error. However, the Bank will not provisionally credit your account if the Bank requests written confirmation within ten (10) business days of an oral notice of error and you do not comply; 2. Informs you within two (2) business days after the provisional credit of the amount and date of the credit and allows you full use of the funds during its investigation; or 3. Corrects any error within one (1) business day after determining that an error occurred and reports this to you within three (3) business days of completion of the Bank's investigation. In addition, if a notice of error involves an EFT that was not initiated within the State of Connecticut, then the Bank is allowed extended time periods for investigating the error. If after the Bank completes the investigation, it determines that no error or a different error occurred the Bank will forward a written explanation of its findings to you and shall inform you of my right to obtain copies of the documentation. When the Bank reverses the provisional credit it will inform you of the amount and date of the debit.

Other Problems: If you believe an error other than an electronic fund transfer problem has occurred concerning a deposit account or if you have a problem regarding a credit account accessed by an ATM Card, you will refer to your monthly statement for instructions regarding how to have the Bank resolve your question or correct an error.

#### **19. Change in Terms – For Consumer Accounts Only**

The Bank will mail or electronically deliver a written notice to me at least twenty-one (21) days before the effective date of any change in a term or condition disclosed in this Agreement, if the change would result in increased fees or charges, increased liability for me, fewer types of available EFTs or stricter limitations on the frequency or dollar amounts of transfers, unless prior notice is excused by law and or regulation.

#### **20. Account Information Privacy**

We may disclose information to third parties about you or your transactions to the extent permitted by law and as set forth in our Privacy Policy. For detailed information about our privacy and security practices and a link to our Privacy Notice go to our website at

<https://www.firstcountybank.com/privacy-policies> or contact the First County Bank CustomerFirst Contact Center.

## **21. Verification of Account Information**

**1. Confirmation:** Upon completion of a transaction using Online Banking, a validation screen will appear to indicate that you have confirmed the transaction. Printed receipts are not automatically issued through Online Banking.

**2. Periodic Statements:** Information concerning Online Banking transactions will be shown on your periodic statement for the account to and from transactions are made. Your periodic statement will be made available to you monthly, unless there are no electronic funds transfers in a particular month. In any case, if your account is a checking, savings, or money market, you will get a statement at least quarterly. You agree to review your periodic statement promptly upon receipt.

**3. Recurring Deposits:** If you have arranged to have deposits made to a deposit account at least once every sixty (60) days from the same person or company, you can find out whether or not the deposit has been made through Online Banking or call the CustomerFirst Contact Center.

## **22. Electronic Communications**

Because normal Internet email communications may not be secure, you agree to log into Online Banking and contact the Bank electronically only through a secure messaging service that we may make available to you for any inquiries or requests that you may have regarding your accounts. We will not take actions based on your email requests unless and until we actually receive your message and have a reasonable opportunity to act.

You should not rely on email if you need to communicate urgent information. If you send us electronic mail ("e-mail"), we may not receive or review it immediately. We will have a reasonable time to act upon any e-mail request or notice, and reserve the right to reject any transaction or request received by e-mail. You acknowledge that, even though e-mail may be encrypted, we cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third party networks or persons with access to the Internet. As such, we highly recommend that you not send account data or other sensitive information to us by e-mail.

Your use of the Internet will be entirely at your own risk. We make no representation, warranty or endorsement with respect to: (a) information placed on the Internet by third parties; (b) the security or continued availability of the Internet or of any Internet website, including without limitation our website; or (c) the services, products or information made available over the Internet by others whose sites may be accessed, directly or indirectly, as a result of our Services. Our service providers and we assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system.

You agree that: (a) Internet services are provided to you on an "as is" basis, without warranties of any kind; (b) we, our affiliates, Internet service providers, and licensors will not be liable for

any errors, defects in, or the untimeliness or lack of authenticity of, any information provided over the Internet; (c) you will comply with all laws applicable to your Internet activities; (d) you will not transmit any information which is defamatory, abusive, or which may give rise to civil liability; (e) we may monitor your e-mail and Internet communications with our employees; and (f) our Internet Service will be subject to the additional qualifications and operating rules, if any, set forth on our website.

### **23. Bank Address and Telephone Number**

If you believe your password has become known, by and unauthorized person or that someone has transferred money or made payments without my permission, you will call First County Bank CustomerFirst Contact Center at (203) 462-4400 Monday through Friday (excluding Bank holidays) from 8:30 a.m. to 4:30 p.m. or write to the Bank at 117 Prospect Street, Stamford Connecticut, 06901.

### **24. Other Conditions and Warranties**

You are responsible for complying with all terms of this Agreement and the regulations governing the accounts you access using Online Banking. The regulations governing your accounts are set forth in the agreements and disclosures applicable to your account. Copies of account agreements and disclosures are available upon request.

You warrant and represent that the information you are providing to the Bank is true, correct and complete. You agree not to impersonate any person or use a name that you are not authorized to use. You warrant that you will not use Online Banking for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use Online Banking in any manner that could damage, disable, overburden, or impair the Online Banking system or interfere with any other party's use and enjoyment of Online Banking. We reserve the right to terminate your Online Banking services and/or privileges without notice for any reason, including, but not limited to your failure to pay any fee or charge required by this Agreement when due or if you do not comply with this Agreement.

**IN NO EVENT SHALL WE OR OUR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU FOR ANY LOSS INCURRED, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL, INCLUDING LOST PROFITS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, INJURY, OR DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE EXCLUSION OR LIMITATIONS MAY NOT APPLY TO YOU.**

### **25. Equipment; Warranty Disclaimer; Security.**

We agree to make reasonable efforts to ensure the full performance of Online Banking. You are



responsible for providing and maintaining any equipment that is necessary for the Services, such as telephones (or other electronic devices acceptable to us), terminals, modems and computers. You agree to use equipment that is compatible with our programs, systems and equipment, which we may change from time to time. We assume no responsibility for the defects or incompatibility of any computers or software that you use in connection with the Services, even if we have previously approved their use. We will be responsible for acting only on those instructions which are actually received and cannot assume responsibility for malfunctions in communications facilities, equipment, devices or services not under our control that may affect the accuracy or timeliness of any message or instructions you send. WE MAKE NO WARRANTY CONCERNING ONLINE BANKING, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, OR NON INFRINGEMENT OF A THIRD PARTY OR PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY APPLICABLE LAW.

## **26. Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the state of Connecticut, without reference to Connecticut's conflict of law provisions.

## **27. Severability**

If any provision of this Agreement is held void or unenforceable by a court of competent jurisdiction or any government agency, that provision will be considered enforceable to the extent permitted by such court or agency, and the remainder of that provision shall not longer be treated as part of this Agreement. All other provisions of this Agreement, will, however, remain in full force and effect.

## **III. Cash Management Services - Business Accounts Only**

### **1. General.**

In addition to the terms and conditions of this Agreement, Section III – Cash Management Services - Business Accounts - governs certain Internet-based additional cash management services to be provided by Bank to business accountholders as well as functionalities specific to Online Banking for business accounts. Those services permit business accountholders to obtain certain business account information reporting, electronic wire and funds transfer services as applicable, and other account maintenance functions, such as requesting stop payments on checks (each is a "Service" and collectively "Services" or "Cash Management Services"). Except as otherwise defined in any schedules, exhibits or additional agreements incorporated herein, the term "business day" means Monday through Friday, excluding Saturday, Sunday, bank holidays and Connecticut state and federal holidays. As used in this Agreement, including any addendums, schedules or additional agreements incorporated in this Agreement, the terms "we", "us", and "our" refer to Bank and the terms "you", "your" and "customer" refers to the business accountholder and or business account.

### **2. Services.**

We will notify you when the Services you request will become available to you. If you request additional Services in the future, they will also be governed by this Agreement, unless we advise you otherwise.

We may require you to enter into a separate agreement in connection with a particular Service provided under this Agreement. In the event of a conflict between the provisions of this Agreement and an agreement for a particular Service, the agreement provided in connection with such Service shall control with regard to the conflicting provisions.

### **3. Accounts.**

Your application for access to the Services may list certain Bank accounts that you wish to access with the Services. If it includes the accounts of your parent company, subsidiaries or affiliates, you warrant that they have authorized you to access their accounts through the Services in the same manner as your own accounts. You agree to provide us with their written authorization, in form and substance acceptable to us, evidencing that authority, and to notify us immediately in writing of any change to that authorization.

You will need to designate certain accounts for specific purposes in connection with some of the Services by using the account designation and linking function of Online Banking. If you link more than one checking account to our wire or ACH Services, for example, you will need to specify the accounts from which transfers should be made.

The Administrator will designate which accounts will be utilized for Service payments and transfers. If your Administrator designates an account that requires more than one signature for the withdrawal or transfer of funds, you agree that we may act upon any Service instruction that is accompanied by the security code(s) designated by you or your Administrator for that account and the Service in question. Note: This may mean that we will act upon the instruction of any ONE person (e.g., to wire funds), even though the signature card for the account in question requires two or more signatures on checks. As long as an instruction is accompanied by the designated security codes, the transaction will be deemed authorized by you.

### **4. Fees.**

You agree to pay us the fees we establish for each of the Services. We may amend our Service pricing from time to time and certain prices are subject to change without prior notice. Special or additional Services performed at your request will be subject to such additional terms and fees as you and we may agree. If your accounts with us are analyzed by us for the purpose of determining any earnings credits we may make available to you, you may be able to use your available earnings credit to offset certain Service charges. If your analyzed accounts contain funds belonging to third parties, you represent that your use of any related earnings credit is not limited by law, regulation or agreement with such third parties.

In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Services, this Agreement, and/or the software or equipment made available to you (excluding any income tax payable by us). You also

are responsible for the costs of any communication lines and any data processing charges payable to third parties.

**5. Access to Account Data.**

Some of the Services provide you with balance and other account information. Since certain information and transactions are not processed by us until after the close of each business day, some transactions may not be reflected in the system until the next business day. Posted items may be reversed due to insufficient funds, stop payment orders, legal process, and other reasons. Certain balances also may not be subject to immediate withdrawal. We assume no responsibility for any loss arising from incomplete information or for any temporary interruption in our information system. If you are unable to access the Online Banking System for any reason, you can contact our Customer First Contact Center for assistance.

**6. Information Processing and Reporting.**

We offer a number of Services that require us to receive, process, and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information that you or others provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Agreement. Unless otherwise agreed in writing, we will not be required (by means of any security procedure or otherwise) to detect errors in the transmission or content of any information we receive from you or third parties.

a. Information You Provide to Us.

You assume the sole responsibility for providing us with complete and accurate information in the form and format that we require (e.g., in connection with wire and ACH transfers or positive pay and account reconciliation). We are not responsible for confirming such information, or for monitoring or refusing to process duplicate instructions by you or your agents. For example, if you give us a wire transfer instruction that is incorrect in any way, you agree that we may charge your account for the payment whether or not the error could have been detected by us. We are not obligated to detect errors in your transfer, or payment instructions.

b. Your Instructions.

You must accurately describe transaction beneficiaries, intermediary financial institutions, and the beneficiary's financial institution in transfer and payment instructions. If you describe any beneficiary or institution inconsistently by name and number, other institutions and we may process the transaction solely on the basis of the number, even if the number identifies a person or entity different from the named beneficiary or institution.

c. Your Review.

You acknowledge that it is not possible for the Services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you

agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to provide corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

#### 7. Reliance on Third Parties.

Our ability to provide certain Services (e.g., in connection with electronic data interchange) is dependent upon our ability to obtain or provide access to third party networks. In the event any third party network is unavailable or we determine, in our discretion, that we cannot continue providing any third party network access, we may discontinue the related Service or may provide the Service through an alternate third party network. In such situations, we will have no liability for the unavailability of access. We will not be responsible for any services you receive from third party vendors.

#### 8. Security Procedures

You acknowledge and agree to comply with and keep confidential these security procedures and any additional security procedures, operating procedures, and/or user guides that we may provide, applicable to Online Banking generally or to a specific service, that shall be incorporated herein and considered a part hereof and shall be referred to collectively as "Security Procedures." Each time you make a transfer or payment with Online Banking and/or cash management services, you represent and warrant that the Security Procedures described in this section are commercially reasonable (based on the normal size, type, and frequency of your transactions).

##### a. Permissions.

Different levels of permission and limitations may be assigned by account owners. Your failure to set such permissions and limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions. The individual that is registering for Online Banking (the "Administrator") has the authority to determine the individuals who will be authorized to use the Services ("Administrators" and "Authorized Users") and the levels of permissions granted within the Online Banking system. The Administrator may authorize other users and control their scope of activities by designating user levels, access levels and account settings. For example, an Administrator can establish limits on each Authorized User's authority to access information and conduct transactions. The Administrator can also establish permissions equal to that of the Administrator and that may override the Administrator. **You assume full and sole responsibility for the actions of your Administrator, the authority he or she gives others to act on your behalf, and the actions of the Authorized Users designated by you or any other Administrator to use the Services.** If you are no longer on the signature card for each linked account, authorized to designate signers for each such account, you have the obligation to inform us of the new individuals with such authority by contacting the CustomerFirst Contact Center at (203) 462-

4400 Monday through Friday (excluding bank holidays) from 8:30 a.m. to 4:30 p.m. or by writing to us at First County Bank, Attention: Manager of Cash Management Services, 117 Prospect Street, Stamford, CT 06901.

b. Passwords and Log In Credentials.

You will establish a User ID(s) and/or passwords (collectively, a "Security Code") to access the Services. For ACH and wire transfer services, we will issue secure tokens to you to be used by the Administrator and Authorized Users as an additional security measure when accessing ACH and wire services. You agree to take reasonable steps to safeguard the confidentiality and security of the Security Code, secure tokens, and any other proprietary property or information we provide to you in connection with the Services; to closely and regularly monitor the activities of your Administrator and Authorized Users who access the Services, including the practices of such persons in protecting User IDs and passwords; and to notify us immediately if you have any reason to believe the security or confidentiality required by this provision has been or may be breached. You agree to change the passwords you assign to your Administrator and Authorized Users on a regular basis, but no less frequently than every 90 days. You agree to change your temporary passwords promptly after you are given access to the Services for the first time and whenever anyone who has had access to your Security Code is no longer employed or authorized by you to use the Services. We may require you to change your Security Code at any time. We may deny access to the Services without prior notice if we are unable to confirm (to our satisfaction) any person's authority to access the Services or if we believe such action is necessary for security reasons.

c. Transaction Accuracy and Validity.

Security Procedures are not designed for the detection of errors (e.g., duplicate payments or errors in your fund transfer instructions). We will not be obligated to detect errors by you or others, even if we take certain actions from time to time to do so. You agree to be bound by any transfer or payment order we receive through the Services, even if the order is not authorized by you, if it includes your Security Codes or is otherwise processed by us in accordance with our Security Procedures.

d. Risk Controls.

You represent and warrant that in connection with your use of the Services you will establish and maintain operational controls, risk management practices and hiring and training practices that meet industry standards.

e. Notice of Unauthorized Use.

Without limiting the generality of the foregoing, you represent and warrant that you will monitor the accounts you link to the Services for any unauthorized activity on a daily basis and will report such unauthorized activity to us immediately.

**9. Financial Information and Audit.**

We may from time to time request financial information from you in order to evaluate continuation of the Services to be provided by us hereunder and/or adjustment of any limits set

by this Agreement. We may also from time to time request information regarding your operations in order to evaluate your use of the Services and any risks your operations may pose to the Bank. You agree to provide the requested financial and operational information immediately upon our request, in the form we require. You authorize us to investigate or reinvestigate at any time any information provided by you in connection with this Agreement or the Service and to request reports from credit bureaus and reporting agencies for such purpose. Upon our request, you authorize us to enter your business premises at reasonable times for the purpose of ensuring that you are complying with this Agreement and you specifically authorize us to perform an audit of your operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. You acknowledge and agree that we have the right to mandate specific internal controls at your location(s) and that you shall comply with any such mandate. In addition, you agree to allow us to review available reports of independent audits performed for you related to information technology, the Services and any associated operational processes. You agree that if we so request, you will complete a self-assessment of your operations, management, staff, systems, internal controls, training and risk management practices that we would otherwise review in an audit of Customer. If you refuse to provide the requested financial information, or if we conclude, in our sole discretion, that the risk you pose to us is unacceptable, or if you refuse to give us access to your premises, we may terminate the Service according to the provisions hereof.

**10. Wire Transfer Service.**

This Service allows you to make transfers of funds from your accounts through wire transfer. If you are approved for our Wire Transfer Service, you must enter into a separate agreement, the terms and conditions of which are incorporated into this Agreement.

**11. Automated Clearing House (“ACH”) Service.**

This Service allows you to make transfers of funds from your accounts through the ACH network. If you are approved for our ACH Service, you must enter into a separate agreement with us, the terms and conditions of which are incorporated into this Agreement.

**12. Transfer Service.**

Transfers between your deposit accounts with us are subject to the terms of your Deposit Account Agreement. You may instruct our electronic system to make transfers between your accounts at any time on any day, except when the Online Banking System is unavailable for maintenance or is experience an interruption in service.

**13. Account Reconciliation Service.**

If you are approved for this Service, and you provide us with a list of the serial numbers and the exact amount (dollars and cents) of the checks that you issue, we will compare the list with the information that is encoded on items presented to us for payment against your designated account. If you are approved for our Account Reconciliation Service, you must enter into a separate agreement with us, the terms and conditions of which are incorporated into this Agreement.

**14. Positive Pay Service.**

If you are approved for this Service, you can instruct us not to pay certain items presented against your accounts. If you are approved for our Positive Pay Service, you must enter into a separate agreement with us, the terms and conditions of which are incorporated into this Agreement.

**15. Stop Payment Service.**

You may stop payment on a check by providing us with timely, complete and accurate information on: the number of the account in question; the date of the item; the item number; the payee information; and the EXACT amount of the item (dollars and cents). If any information is incomplete or incorrect, we will not be responsible for failing to stop payment on the item. Requests become effective when we confirm their receipt and have verified that the item has not been paid. From time-to-time, the on-line system may be inoperable. If that occurs, your request can be communicated to us by telephone (or other electronic means acceptable to us), or in writing.

**16. Amending/Canceling a Transaction.**

Unless this Agreement or your User Guide provides otherwise, you do not have a right to cancel or amend a payment or transfer instruction (e.g., an ACH payment) once we have received it. If we attempt to reverse a transaction at your request, we assume no liability for any interest or losses that result if the reversal is not affected. Requests to cancel a transaction must state the exact amount (dollars and cents) of the transaction you wish to stop. You agree to indemnify, defend, hold harmless and reimburse us for all expenses, losses, claims, actions, proceedings and damages we incur in effecting or attempting to affect any reversal. You are solely responsible for providing notice to the receiver/beneficiary that a reversal is being transmitted and the reason for the reversal no later than the settlement date of the reversing entry.

**17. Our Rejection of Transactions.**

We may refuse any transfer or payment instruction without cause or prior notice.

**18. Notice of Returned Payments or Transfers.**

We may notify you electronically, in writing, by telephone (or other electronic means acceptable to us), or otherwise if any funds transfer is rejected or returned (e.g., by the Fed) for any reason. We will not be obligated to credit your account with any interest, unless the return is caused by our failure to properly execute your instruction.

**19. Unauthorized Transactions.**

We may process any payment or transfer instruction (including an amendment or cancellation instruction) that we believe is transmitted or authorized by you if we act in compliance with the Security Procedures (e.g., we obtain the Security Code) you and we have agreed upon for the Service. The instructions will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such transactions, even though they are not transmitted or authorized by you.

We may elect to verify the authenticity or content of any instruction, as an alternative security procedure, by placing a call to any authorized signer on your account or any other person designated by you for that purpose. If we are unable to verify an instruction to our satisfaction, we may reject the instruction.

#### **20. Transaction Limits and Safeguards.**

You agree not to exceed the Service transaction limits we establish from time to time for your account (e.g., in connection with ACH transactions). You agree that you will not allow anyone to initiate transfer or payment instructions on your behalf without proper supervision and adequate safeguards, and that you will review pending payment and transfer instructions prior to their submission to us to ensure that they are complete, accurate and properly authorized.

#### **21. Cutoff Hours.**

You must submit instructions or request the initiation of transactions according to the following cutoff hours (Eastern Time) for processing of your request on the same business day: 11:00 a.m. for Account Reconciliation exception item reporting; 3:00 p.m. for wire transfer orders; 2:00 p.m. for ACH transaction entries. Instructions received after the cutoff hour or on a non-business day may be deemed received as of the next business day. Services may occasionally be unavailable due to needed maintenance or system/network interruptions.

#### **22. Limitation of Liability.**

Except as otherwise stated in this Agreement, we will be liable to you only for damages arising directly from our intentional misconduct or gross negligence in the performance of the Services. You agree to indemnify and hold us harmless for any loss, delay, fines, cost or liability which arise, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties that are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer or communications facility; (e) accidents, strikes, labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds-transfer system rule, guideline, policy or regulation; (h) the lack of available funds in your Account to complete a transaction; (i) our inability to confirm to our satisfaction the authority of any person to act on your behalf; or (j) your failure to follow any applicable software manufacturer's recommendations or our Service instructions. There may be other exceptions to our liability, as stated in your deposit account agreements or other Service agreements with us.

We will not be responsible or liable under any circumstances for special, indirect, or consequential damages that you incur as a result of our actions or omissions, even if we are aware of the possibility for such damages. We will not be responsible or liable for actual costs and losses resulting from our actions and/or omissions or your remedy for said costs and losses, whether the claim is in contract or tort.



Any claim, action or proceeding by you to enforce the terms of this Agreement or to recover for any Service-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs. You agree to cooperate with us in any loss recovery efforts we undertake to reduce any loss or liability that arises in connection with your Services.

You acknowledge that our Service fees have been established in contemplation of: (a) these limitations on our liability; (b) your agreement to review statements, confirmations, and notices promptly and to notify us immediately of any discrepancies or problems; and (c) your agreement to assist us in any loss recovery effort.

### **23. Indemnification.**

You agree to indemnify, defend and hold us, our parent company, affiliates and subsidiaries, and our respective directors, officers, employees and agents, harmless from and against any claim, damage, loss, liability and cost (including, without limitation, attorney's fees) of any kind which results directly or indirectly, in whole or in part, from: (a) our actions or omissions, if they are in accordance with your instructions or the terms of this Agreement; or (b) the actions or omissions of you, your agents or employees.

### **24. Statements.**

Information on transfers to or from your accounts will be reflected on your periodic statements and will be available to you on-line. We are not required to provide you with any other notice of the receipt, transmittal or debiting of wire transfers, ACH entries.

You agree to notify us immediately if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving any account; (c) a breach in the confidentiality of the Security Codes or User Guide; or (d) other problems related to the Services. You must send us a written notice of any discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed fourteen (14) days from the date you first discover the problem or receive information reflecting the problem, whichever occurs first). If you fail to notify us within fourteen (14) days, you agree that, in addition to any other limitations on our liability: (a) in the case of an erroneous funds transfer, you will be liable for all losses up to the amount thereof (as well as any loss of interest), that result from your failure to give us such notice or that might have been prevented by your giving us such notice; and (b) in the case of an unauthorized funds transfer, we will not be liable for any loss of interest that results from your failure to give us such notice or which might have been prevented by your giving us such notice.

### **25. Your Records.**

This Agreement and the Services are not intended to relieve you of any obligation imposed by law or contract regarding the maintenance of records or from employing adequate audit, accounting and review practices as are customarily followed by similar businesses. You agree to retain and provide to us, upon request, all information necessary to remake or reconstruct any

deposit, transmission, file or entry until six (60) months following receipt by us of the deposit, file, entry, transmission, or other order affecting an account.

## **26. Termination.**

You or we may terminate this Agreement as to some or all of the Services, with or without cause, by giving 30 days prior notice to the other party. We may suspend or terminate your Services or this Agreement immediately and without prior notice if: (a) you breach any agreement with us; (b) the confidentiality of your Security Code is compromised; (c) we have reason to believe that an unauthorized transaction has taken or may take place involving any of your accounts or any of the Services; (d) you become insolvent or the subject of a Bankruptcy, receivership, or dissolution proceeding; (e) we are uncertain as to any person's authority to give us instructions regarding your accounts or the Services; (f) you violate, or we believe, in our sole discretion, that you are about to violate, any laws or regulations in connection with your use of the Services; or (g) the Bank determines, in its sole discretion, that your access to the Services poses an unacceptable risk to the Bank. The termination of this Agreement will not affect the rights or obligations of the parties that arise prior to termination.

## **27. Miscellaneous Terms.**

### a. Agents.

Except as authorized herein, you will not allow others to provide instructions to us (e.g., wire transfer orders or ACH entries) on your behalf without our prior written consent. You will be solely responsible for the acts and omissions of such agents. You agree to indemnify, defend and hold us harmless from any actions, claims, proceedings, damages, losses and costs which you or we incur as a result of their actions or omissions.

### b. Amendments.

We may amend (add to, delete or change) the terms of this Agreement, the Service fees, and User Guides by providing you with prior notice. We may amend our Security Procedures without prior notice to you if immediate changes are required for security reasons or the changes do not have a material effect on your use of the Services.

### c. Compliance with Laws.

You agree to comply with all applicable laws and regulations when using the Services. You agree not to initiate any wire transfer, ACH entry or payment that would violate the economic sanctions administered by the U.S. Treasury's Office of Foreign Assets Control. Each time you use the Services you represent and warrant that such use is for lawful purposes.

### d. Entire Agreement; Conflicting Provisions.

This Agreement supplements (and supersedes where inconsistent) the terms of your deposit agreement with us. This Agreement, any agreements we require in connection with a particular Service and your deposit agreement with us constitute the entire agreement between you and us with respect to the Services. Any agreements we enter into with you for a particular Service are incorporated within the Agreement by this reference. In the event of

any conflict between a provision of this Agreement and a provision contained in an agreement for a particular Service, the provision contained in the agreement for the particular Service shall control.

e. Monitoring of Communications.

You agree on behalf of yourself, your employees and agents that we may monitor and record your telephone and electronic communications with us in connection with the Services at any time, without further notice to you or any party to the communication.

f. Assignment.

We may assign our rights and delegate our duties under this agreement to a company affiliated with us or to a third party. You may not assign any right or delegate any obligation under this Agreement without our prior written consent.

g. No Third Party Beneficiaries.

This Agreement is made for the exclusive benefit of you and us. No third party has any rights under this Agreement.

h. No Third Party Use.

Unless you have our prior written consent, you may not use the Services to process transactions for third parties or permit others to initiate Service transactions on your behalf.

i. Overdrafts.

When you transmit a transfer or payment request to us, you authorize us to charge your account for the amount indicated. If your account does not have sufficient available funds, we may reject the transaction. Our allowance of any overdraft will not obligate us to honor future overdrafts at a later time, and we may refuse to do so without cause or prior notice. We may charge a fee for each payment or transfer request presented against insufficient available funds.

j. Security Interest.

You grant us a security interest in your Bank accounts to secure the repayment of any overdraft or other obligation that you incur under this Agreement.

k. Validity.

If any provision of this Agreement is found to be void or invalid, the remainder of this Agreement will remain in full force and effect.

l. Waivers.

Our waiver of any power, right, remedy or obligation herein will not be deemed a waiver of other right, powers, remedies or obligations or of the same right at another time. We may require that any waiver by us of any right granted herein be provided to you in writing to be effective.

m. Notices.

Bank shall not be required to act upon any notice or instruction received from Customer or any other person, or to provide any notice or advice to Customer or any other person with respect to any matter. Except as otherwise provided herein, any notice under this Agreement must be in writing and delivered by express carrier, faxed, or sent by United States registered or certified mail. Notices to us must be mailed or delivered to us at: First County Bank, 117 Prospect Street, Stamford CT 06901, Attn: Cash Management Services. Notices to you may be mailed or sent to you at the statement, email, or mailing address shown for you in our deposit or Service records. Except as otherwise expressly provided herein, any such notices to you shall be deemed given when provided.



Live assistance during business hours. For banking questions, online banking inquiries, general information, or to be directed to a First County Bank representative that will meet your needs, just call our CustomerFirst Contact Center Monday through Friday. (excluding holidays) from 8:30 a.m. to 4:30 p.m.

Telephone: (203) 462-4400

Fax: (203) 462-4413

**24-hour touch tone banking system**  
203.462.4300

**Lost/Stolen Debit Cards or ATM Cards**  
833-462-0798

**Contact us by mail**  
First County Bank  
CustomerFirst Contact Center  
117 Prospect Street  
Stamford CT 06901

**Debit Card or ATM Card Transaction Disputes**  
833-462-0798

**Contact by e-mail:**  
customerfirst@firstcountybank.com

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



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