

## SERVICE AGREEMENT

### Cape Ann Savings Bank

#### Online Business Banking Agreement

Please read these terms carefully for Online Business Banking terms and conditions. By signing at the bottom of this agreement when you enroll, you acknowledge that you have read and understand this agreement and agree to be bound by its terms and conditions. When you use any of the Online Banking services described in this agreement or authorize others to use them, you agree to the terms and conditions of the entire agreement.

For the purpose of this document, the words "you" and "your" and "customer" shall refer to those who enroll for Business Online Banking and are provided online access to accounts. The words "us", "we", "our" and Bank shall refer to Cape Ann Savings Bank. The word "transaction" shall mean any banking function that you perform using Corporate iLink Online Banking service.

## Relationship To Other Agreements:

The terms and conditions in this agreement are in addition to any deposit account, loan or other agreement that you have with us relating to your accounts including any disclosures made pursuant to those agreements. You should review those agreements for any limitations on the number of transfers you can make, for any applicable fees, and for other restrictions which might impact your use of an account with our service.

### Security Provisions:

#### A. Protecting Your Password

You agree that we may send notices and other communications including Password confirmations, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that Cape Ann Savings Bank will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to: 1) keep your password secure and strictly confidential, providing it only to authorized signers on your account(s); 2) instruct each person to whom you give your password that he or she is not to disclose it to any unauthorized person; and 3) immediately notify us and select a new password if you believe your password may have become known to an unauthorized person. Cape Ann Savings Bank WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING YOUR PASSWORD THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE NOT HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE. We may suspend or cancel your Password even without receiving such notice from you, if we suspect your Password is being used in an unauthorized or fraudulent manner.

#### B. Acknowledgment of Commercially Reasonable Security Procedures

By using Business Online Banking, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we have had a reasonable opportunity to act on such notice).

#### C. Limitation of Bank's Liability

If we fail or delay in making a payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount that is less than the amount per your instructions, unless otherwise required by law, our liability shall be limited to interest on the amount that we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount that exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law, our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of payment or transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where Cape Ann Savings Bank is headquartered for each day interest is due, computed on the basis of a 360-day year. **Unless otherwise required by law, in no event will Cape Ann Savings Bank be liable to you for special, indirect or consequential damages including, without limitation, lost profits or**

attorney's fees, even if we are advised in advance of the possibility of such damages.

## **D. System Administrator Appointment and Responsibilities**

To use the Business Online Banking service, the Customer must appoint an Authorized Individual who will serve as the administrator of the Online Banking service (the "Administrator") and who will be responsible for completing an enrollment request. When the enrollment request is approved, the Bank will provide the Administrator with a temporary password that allows the Administrator initial access to the Online Banking service.

The Administrator will access the Online Banking service and assign a Sign-On ID to each Authorized Representative in accordance with the online instructions. After the assignment of Sign-On IDs, each Authorized Representative must access the Online Banking service and select a unique 6 to 12 character password. The Administrator is responsible for establishing online limitations and the access levels for each Authorized Representative, subject to responsibility in regards to the security procedure. These limitations and access levels include which of the Customer's accounts and which services each Authorized Representative is authorized to access: view account information and transaction history, initiate funds transfers (up to any established dollar limits), generate user defined reports, and electronically reconcile cleared items based on the Sign-On ID and password used. The Administrator shall be responsible for resetting passwords if an Authorized Representative loses his or her password.

The Customer or the Administrator must notify the Bank immediately if the security or confidentiality of the procedures is breached or compromised in any way, and the Administrator shall immediately change or disable the Sign-On IDs and/or passwords of Authorized Representatives, as necessary, to restore security. The Customer agrees to immediately notify the Bank of a change to the appointed Administrator. Such notice may be oral, but must be confirmed by written notice within three (3) business days. The Bank may disable the Customer's online access and that of all Authorized Representatives after notification until such time as a new Administrator enrolls and is approved by the Bank. After approval by the Bank, the new Administrator is responsible for verifying all data relating to Authorized Representatives.

The security of these procedures depends upon vigilant and careful practices by the Customer. The Customer agrees to maintain such vigilant and careful practices and to notify the Bank if the Customer has any reason to question the efficacy of the procedures.

## **E. Error Notification**

You agree to notify us immediately (See Section L)

- Of any statement or transaction discrepancy

· An unauthorized person has transferred funds from your account or an unauthorized person has discovered online banking password.

## **F. Transfers**

You may transfer funds between linked accounts as a one time or recurring transfers. The completion of a transfer is subject to the availability of sufficient funds at the time of processing. Transfers that fall on a weekend or a non-bank business day will be processed on the next business day. Transfers entered before the cut off time of 9:00p.m. EST will be processed on the same business day. Transfers after the cut off time are processed on the next bank business day.

You cannot cancel a one-time immediate transfer after it has been entered in Online Banking and the information has been transmitted to us. All other transfers may be cancelled by following the directions within Online Banking.

## **G. Stop Payments**

You agree that when you use our Online Banking service to stop payment on a check you have drawn on your account, the stop payment order is good for six months but may be renewed by written or Online notice to the Bank before it expires. We assume no liability for failing to act on a stop payment order if the stop payment order does not describe the check adequately or if the Bank does not have a reasonable opportunity to honor the stop payment order, even if the failure to stop payment causes other checks to be returned for insufficient funds. Before submitting a stop payment order you should first verify that the check has not already been posted to the account. The Bank will make every effort to act on the stop payment order in a reasonable amount of time after receipt during normal business hours on the business day it is received.

## **H. ACH Transactions**

Use of the ACH function to debit or credit accounts at other financial institutions requires a separate written ACH Agreement executed by you.

## **I. Warranty Disclaimer**

A) Company acknowledges that the services are provided on an "as is" and "as available" basis. Cape Ann Savings Bank is not responsible for any errors or omissions in or to any information resulting from company's use of the services.

B) Cape Ann Savings Bank makes no and expressly disclaims all warranties, express or implied, regarding the services including the warranty of title and the implied warranties of merchant ability, fitness for a particular purpose and non-infringement. Without limiting the generality of the foregoing, the Bank disclaims any warranties regarding the operation, performance or functionality of the services (including, without limitation, that the services will operate without interruption or be error free). (Company further acknowledges that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet and/or telecommunication lines or circuits. Company hereby assumes all risks relating to the foregoing).

## **J. Indemnification**

Company agrees to indemnify, defend and hold harmless Cape Ann Savings Bank and its depositors, trustees, officers, employees and agents (the "Indemnified Parties") from and against any and all losses, costs, expenses, fees, claims, damages, liabilities and causes of actions (including, but not limited to reasonable attorney fees and disbursements) of third parties resulting or arising from: (a) Company's failure to abide by or perform any obligation imposed upon Company under this Agreement, (b) the willful misconduct, fraud, criminal activity, intentional tort or negligence of Company or any of its representatives involving use of the services; (c) the actions, omissions, or commissions of Company, its employees, consultants and/or agents relating to the services; and (d) any transmission or instruction, whether or not authorized, acted upon by Bank in good faith. Company shall be provided with prompt notice of any claims and given full authority and assistance (at Company's expense) for the defense of any such claims; provided that Bank may participate in such defense and settlement with counsel of Bank's own choosing at Financial Institution's own expense; provided, further, however, Company shall have no authority to settle any claim against any Indemnified Party without the prior written consent of such Indemnified Party (which consent shall not be unreasonably withheld).

## **K. Hours of Operation/Business Days**

For Online Banking services our business days are Monday through Friday excluding Bank Holidays. Certain transactions such as stop payment requests require Bank personnel to act on the transaction. Bank personnel are available to respond during normal banking hours. Transactions received outside of normal hours or non-business days will not be acted upon until the next business day.

In general, you can access your accounts through Cape Ann Savings Bank Online Banking service 24 hours a day, 7 days a week. There may be times, however, when all or part of the service is unavailable due to system maintenance, scheduled database backup, technical difficulties, or as a result of other unforeseen acts. We are not liable under this agreement for failure to provide access due to these conditions.

## **L. Electronic Messages**

We may not be able to immediately act on electronic messages sent by you through Online Banking function. Use the information below if you need to contact us immediately to report occurrences such as unauthorized transaction, stop payment or to report a lost or stolen ID or password.

Cape Ann Savings Bank

Business Online Banking

109 Main Street

P.O. Box 330

Gloucester, MA 01930

1-888-283-2272 (CASB)

(978) 283-0246

(978) 282-7355 FAX

## **M. Contact By Cape Ann Savings Bank Or Affiliated Parties**

No Cape Ann Savings Bank employee, nor any company affiliated with Online Banking, will contact you via email or phone requesting your Online ID or Online passcode. If you are contacted by anyone requesting this information, please contact us immediately.

## **N. Cancellation Of Online Banking Services**

Your Online Banking service will remain in effect until it is terminated by you or Cape Ann Saving Bank. You may cancel your service at any time by notifying us of your intent to cancel in writing, through Online Banking secure mail, or by calling Business Online Banking customer service at 1-888-283-2272. This cancellation applies to your Online Business Banking services and does not terminate your Cape Ann Savings Bank accounts. We recommend that you cancel any scheduled payments prior to notifying us that you are discontinuing the service.

We may terminate your participation in Business Online Banking services for any reason, including inactivity, at any time. We will try to notify you in advance, but we are not obliged to do so.

## **O. Change To Agreement**

We may change this agreement at any time. For example, we may add, delete, or amend terms or services. We will notify you of such changes by mail or electronic message. If you maintain your Cape Ann Savings Bank Online Banking service after the effective date of change, you indicate your agreement with the change.

## **P. Fees**

The Online Banking service is currently free of charge. You should note that depending on how you access Online Banking you might incur charges for:

- Normal account fees and service charges
- Internet Service Provider fees

Additional fees may be assessed for added self-service features available through Online Banking such as stop payment requests, check and account statement copy orders and wire transfers. Please consult the deposit account agreements to see if your accounts are subject to these fees.

All charges are subject to change. We will provide notice of change to a charge as required by law.

## **Q. Governing Law**

The laws of the Commonwealth of Massachusetts and applicable federal law(s) govern this Agreement.

## **R. Offer Of Services Through Affiliates Or Third Parties**

Bank has the right to offer the services through an affiliate or unrelated third party. In order to provide the services to Customer through this type of arrangement, Customer authorizes Bank to disclose information on Customer's accounts and services to the affiliate or third party that provides the services. A copy of our Privacy Statement is available upon request.