Electronic Records and Online Banking Agreement

Ledyard National Bank

This Electronic Records and Online Banking Agreement (the "Agreement") sets forth your and our rights and responsibilities concerning the use of our Online Banking Service. This Agreement is given to those who apply for and/or use the Online Banking Service, including its related services for which will be applied for and/or used, such as Electronic Statements and Notices ("eStatements and eNotices"), Mobile Banking, Mobile Deposit, Internal and External Transfers, Pay My Bills, Zelle, MoneyMap, CreditSense, and other services (collectively the "Service"). In this Agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean Ledyard National Bank (the "Bank"). By using Online Banking, you agree to all of the terms of this Agreement.

You should read this Electronic Records and Online Banking Agreement carefully and keep a copy for your records. We recommend you print or save a copy of this Agreement and the disclosure materials for services you enroll in for your records.

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1. Electronic Records

A. Electronic Copy of Agreements, Related Disclosures and Instructions

In order to speed up your enrollment in the Service, with your consent, we will provide you with the following information (the "Materials") electronically, as applicable, rather than by postal mail or in person:

- An Online Banking Agreement;
- A Bank-to-Bank Funds Transfer Agreement;
- A Mobile Banking Agreement;
- A Mobile Deposit Agreement;
- All related disclosures required by applicable federal or state law;
- All alerts, notices and confirmations related to the Service;
- All disclosures, information and instructions related to the Service, any Bank-to-Bank Funds Transfers and/or additional services that you select during the enrollment process;
- Your eStatements and eNotices for associated account(s); and
- Any amendments or changes to any of the foregoing.

B. Your Consent is Required

You must consent to receiving these Materials before we can provide them to you electronically. Your consent will apply to your enrollment in the Service and any Materials we provide or make available to you related to any activities initiated through the Service.

C. Paper Copy of Materials

If you do not want to receive the Materials electronically, you should exit this area of our web site. If you do not consent to receiving an electronic copy of the Materials, we will not be able to enroll you in the Service. If you consent to receive the Materials electronically, you can also request a paper copy of the

Materials by contacting Client Support by phone at 1-888-746-4562. We will not charge you any fees for providing a paper copy of the Materials.

D. Withdrawing Your Consent
If you later decide you do not want to receive the Materials electronically, you may withdraw your consent by contacting our Client Support by phone at the number listed above. If you withdraw your consent, however, you may no longer use the Service.

E. Updating Your Contact Information
If you consent to receive Materials electronically, we will contact you at the e-mail address you provided to us. It is your responsibility to ensure that the Bank contains your current and valid contact information, including your name, address, phone number(s), and e-mail address. The Bank shall not be liable for any third-party fees, legal liability or any other issues or liabilities arising from notices sent to an invalid or inactive email address that you provided.

F. System Requirements to Access the Information
To receive an electronic copy of the Materials, you must have the following equipment and software:

- You must have access to a computer or other device, which is capable of accessing the Internet.
- You must have an Internet web browser.
- Supported web browsers include the current and immediate prior versions of Chrome, Edge, FireFox, Safari, Android and Apple operating systems. When a new version is announced, support will cease on the third oldest version. Please note that utilizing older browsers may result in disabled functionality or limited access to services.
- You must have access to a printer or the ability to download the information, in order to keep copies for my records.

G. System Requirements to Retain the Information
To retain a copy of the Materials being provided to you electronically, you must be able to print or save them for future reference.

2. Online Banking

When you first set up your User ID, we will link your requested Ledyard National Bank account(s), including joint accounts. If you open an additional eligible account at a later date, you will need to request online access from a financial center or client support. We will not link your new account to the Service, unless you tell us to do so.

When your Service is linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer.

Please note that some of the Services may not be available at all times or when using certain digital devices or applications. For example, some functions may be available online through a personal computer but not available through our mobile app.

By using Online Banking, you accept all the terms and conditions of this Agreement.

A. Online Banking Features
You may access your account information by using a specific User ID and initial password chosen by you. At the present time you may use the system to:

1. Perform account inquiries on checking, money market, savings, certificate and loan accounts.
2. Review transaction detail on your accounts, up to 482 days of history.

3. Enroll for electronic delivery of statements and documents, up to 84 months or 7 years of statements.
4. Transfer funds between deposit accounts or to make regular monthly loan payments ("Internal Transfers").
5. Conduct Bank-to-Bank Transfers (transfers to or from accounts at other financial institutions).
6. Submit a check re-order request.
7. Send secured e-mail messages to Bank personnel.
8. Make Stop Payments.
9. Set Travel Notifications.
10. Utilize CardConnect to turn your ATM or Debit Card on or off, report it lost or stolen, or set card limits.
11. Initiate bill payments to any domestic payee you choose with Pay My Bills (requires separate agreement).
12. Initiate person-to-person payments with Zelle (requires separate agreement).
13. Utilize MoneyMap for a holistic view of your financial health. The tool enables you to track your spending, monitor investments and budget more effectively (requires separate agreement).
14. Utilize CreditSense to access your credit score, real time credit monitoring alerts, a credit score simulator, and more (requires separate agreement).

Additional services are offered to commercial clients through Business Banking. Contact Business Banking at 603.526.5622 if you would like to learn more information or request a copy of the Business Banking Service Agreement(s).

We may change the terms of this Agreement from time to time, as provided in Section X below, to add, modify or discontinue one or more terms of the Service.

B. Fees and Charges

We do not charge for General Online Banking features or basic bill pay access.

- Normal check fees will be assessed when check orders are processed.
- Fees may be charged for select services, such as Stop Payments. Refer to the Schedule of Fees & Charges for the fee listing.
- Pay My Bills offers a $15.00 Rush Delivery Fee for same day bill payments.

The Bank reserves the right to add or modify fees for this Service, and if we do so, we will notify you as required by law. You may incur charges to receive Internet service or cellular or other data service on your Mobile Device for which you are solely responsible.

Additional services are offered to commercial clients through Cash Management that may incur additional fees. Contact Business Banking at 603. 526.5622 if you would like to learn more information or request a copy of the Business Banking Service Agreement(s).

C. User ID and Password

The User ID and Password ("Access Codes") selected by you are for your security purposes. Your credentials are confidential and should not be disclosed to third parties. You are responsible for safekeeping your credentials. You may change your password at any time by clicking on "My Profile", then "Change Password". You should carefully select a password that is hard to guess. (We suggest that you stay away from names, dates, and information that may be easily guessed.)

Your Password can include lowercase letters (a-z), uppercase letters (A-Z), Digits (0-9), and symbols (`~!@#$%^&*()_+-=|:;'?,./). It must be between fourteen (14) and thirty (30) characters and include 3 of the 4 types of characters (for example lowercase letters, uppercase letters, and numbers OR lowercase letters, uppercase letters, and symbols). You should make your password as random as possible.

You agree not to disclose or otherwise make your password available to anyone not authorized to sign on your accounts. We strongly recommend that you do not save your password on any computer. If you do so, you agree to absolve us of liability for unauthorized access if you save your password on any computer.

You are responsible for all transfers you initiate or authorize using the Service. If you permit any other person or third party to use the Service or your Access Codes or other means to access the Service, you will have authorized that person to access your Accounts, and you are responsible for any Electronic Transfers they initiate or authorize using the Service and any agreements that person accepts or acknowledges electronically through the Service.

You agree to keep your computer, mobile device, or any other device capable of accessing Online Banking or Mobile Banking ("Access Device") secure and to close your Online or Mobile Banking application when not in use. If you suspect your Access Device has been lost or stolen or if you believe that your Access Codes or other means to access the Service have been lost or stolen or that someone has used, or may attempt to use, the Service without your consent, you must notify us at once as outlined in Section J. Telephoning is the best way of keeping your possible losses down. If you believe that an unauthorized transfer or payment may have occurred, we may request that you sign an affidavit.

To help ensure the security of your records, we will end your online session if we have detected no activity for 15 minutes. This is to protect you in case you accidentally leave your Access Device unattended while you are logged on. When you return to your Access Device, simply re-enter your User ID and Password and continue your session.

Although the Service will not display the full account number for any of your accounts, it may display other sensitive information about your accounts, including account activity, balances and transfer amounts. The Service may not be encrypted. You agree to protect your Access Device that receives information through the Service and not to let any unauthorized person have access to the information the Bank provides to you through the Service. The Bank will not be liable for losses or damages caused in whole or in part by your actions or omissions that result in any disclosure of account information to third parties.

FAILURE TO PROTECT YOUR ACCESS DEVICE AND ACCOUNT NUMBERS AS WELL AS ANY AUTHENTICATION PROCEDURES TO ACCESS THE SERVICE MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE SERVICE AND INITIATE TRANSACTIONS. ALL USERS OF THE SERVICE USING YOUR AUTHENTICATION PROCEDURES WILL BE DEEMED TO BE USERS AUTHORIZED BY YOU AND BE BINDING UPON YOU.

D. Biometric Access

Depending on your Access Device, you may have the option to use a biometric feature (such as face recognition) to authenticate your identity and gain access to Mobile Banking and its related services. If you choose to activate a biometric feature on your Access Device, it is your responsibility to control access to Mobile Banking just as you would with your Online Banking User ID and Password. You acknowledge that any person who has a biometric feature stored in your Access Device will be able to access your Mobile Banking if you have this option turned on.

E. No Signature Requirement

When any payment or other on-line service generates items to be charged to your account, you agree that we may debit the designated account without requiring your signature on the item and without any notice to you.

F. Business Days and Hours of Operation

Our normal Business Days are Monday through Friday, excluding holidays.

You can access the Service 24 hours a day, seven days a week and processing of an item will be in accordance with this Agreement, including applicable cut-off times as provided in Section G below; however, your access to Online Banking and the Service may be restricted during regular daily maintenance periods and any special maintenance periods.

G. Cutoff Times

The following cutoff times pertain to specific Online Banking features. Transactions received after the cutoff time will be posted the following Business Day. All references to time of day in this Agreement refer to Eastern Time.

- Internal Transfer – 6 PM
- Bank-to-Bank Transfer – 3PM
- Mobile Deposit – 4 PM
- Pay My Bills – To ensure that payment is properly credited to your account by the payment due date, the service may restrict how close to the due-date payments may be scheduled. Refer to the Pay My Bills Agreement and module.

H. Limitations on Internal Transfers

The Default Internal Transfer limit is:

- **$999,999.99 daily limit**

I. Periodic Statements and Confirmations

H.1 *Periodic Statement:* You will be sent a monthly account statement from us via U.S. Postal Service on your checking, money market, savings or loan account unless you choose an electronic statement instead. We provide either a paper statement via mail or an electronic statement, but not both. You agree that you are responsible for reviewing promptly each periodic statement in order to detect any unauthorized transactions and to ensure deposits were accurately transmitted. After you enroll in eStatements, you will have up to 84 months or 7 years of eStatements.

H.2 *Confirmation or Receipt:* A confirmation or receipt will be displayed at the time you make a transfer, submit a bill payment, or submit instructions for check orders. This confirmation or receipt may be printed and kept for your records.

J. Notice of Liability for Consumers Only

*a. Consumer Liability***.** Tell us AT ONCE if you believe your Service User ID and/or Password has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your User ID and/or Password, you can lose no more than $50.00 if someone used your User ID and/or Password without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your User ID and/or Password, and we can prove that we could have stopped someone from using your User ID and/or Password without your permission if you had told us, you could lose as much as $500.00.

Also, if your statement shows transactions that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

b.. Contact in Event of Unauthorized Bank-to-Bank Transfer. If you believe that your User ID and/or

Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission call 1-888-746-4562 or write us at Ledyard National Bank, 66 Benning St Suite 5, W Lebanon, NH 03784 or send an e-mail to info@ledyard.bank.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission

c. Business days. Our normal Business Days are Monday through Friday, excluding holidays.

d. Types and Limitations.

1. *Account access.* You may use the Service to transfer funds between your accounts at Ledyard National Bank, Registered Accounts and External Accounts as set forth in this Agreement.
2. *Limitations on frequency and dollar amounts.* You may transfer as many times and in the amounts specified in the limitations disclosed for Internal Transfers Section H, Bank to Bank Transfer Section E, and Mobile Deposit Section I of this Agreement as may be amended from time to time. Your internal accounts and/or Registered Account(s) are also subject to certain transaction limits imposed by law. These limits are disclosed in the Deposit Agreement you received when you opened your Registered Account.

e. Confidentiality. We will disclose information to third parties about your Registered Account or the Bank-to-Bank Transfers you make:

1. Where it is necessary for completing Transfers;
2. In order to verify the existence and condition of your Registered Account for a third party, such as a credit bureau or merchant;
3. In order to comply with government agency or court orders;
4. If you give us your written permission;
5. In order to comply with requirements of applicable law; or
6. As otherwise disclosed in our Privacy Policy.

f. Documentation. You will get a monthly account statement from us (unless there are no transactions in a particular month). In any case, you will get the statement at least quarterly.

g. Recurring or Preauthorized Transfers or Payments

1. *Right to stop payment and procedure for doing so.* If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:
   Call Client Support by phone at 1-888-746-4562, or write us at Ledyard National Bank, 66 Benning St Suite 5, W Lebanon, NH 03784 in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We will charge you $20 for each stop-payment order you give.
2. *Liability for failure to stop payment of preauthorized transfers.* If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

h. Financial Institution's Liability. If we do not complete a transaction to or from your account on time or in the correct amount according to our agreement with you, we will be liable only for the actual amount of the transaction. We will NOT be liable for any incidental or consequential losses or damages and there are some other exceptions. We will NOT be liable for instance:

- If, through no fault of ours, you do not have enough money in your account to cover the transaction.
- If the money in your account is subject to legal process or other claim restricting such transaction.
- If the transaction would go over the credit limit on your overdraft line.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transaction.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite

reasonable precautions that we have taken.
- If any information provided by you about the payee on a bill payment is incorrect.
- If there are any delays in handling the payment by the payee.

Liability protections under Regulation E do not apply to Commercial Customers.

K. In Case of Errors or Questions

Telephone us toll-free at **888-746-4562 (888-RINGLNB)**, write to us, or e-mail us at info@ledyard.bank as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.
- Confirmation or Receipt number

For bill payment errors tell us:

- Checking account used to pay the bill
- Payee name
- Date the payment was sent
- Confirmation or Receipt number
- Payment amount
- Payee account number

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

L. Indemnification

You agree to protect and fully compensate the Bank and its affiliates, subsidiaries, licensors, suppliers and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of the Service, your violation of the Agreement or your infringement, or infringement by any other user of your Registered Account, of any intellectual property or other right of anyone.

M. Ownership & License

You agree that the Bank retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your complete

compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Bank's business interest, or (iii) to Bank's actual or potential economic disadvantage in any aspect. You may use the Service only for business or personal use as approved by Bank and in accordance with this Agreement. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

N. Audit/Cooperation with Investigations

We may periodically audit and verify your compliance with this Agreement. You agree to cooperate with Bank in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

O. DISCLAIMER OF WARRANTIES

YOU AGREE YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.

P. LIMITATION OF LIABILITY

IN ADDITION TO LIMITATIONS ON USE OF THE SERVICE AS PROVIDED IN SECTION W BELOW, YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

Q. Electronic Mail

If you send Ledyard National Bank an electronic mail message, Ledyard National Bank will be deemed to have received it on the following business day. Ledyard National Bank will have a reasonable time to act on your e-mail.

You should not rely on electronic mail if you need to communicate with Ledyard National Bank immediately—for example, if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

You agree that Ledyard National Bank may respond to you by electronic mail with regard to any matter related to the Service, including responding to any claim of unauthorized electronic funds transfer that you make. Any such electronic mail sent to you by Ledyard National Bank shall be considered received within three (3) days of the date sent by Ledyard National Bank, regardless of whether or not you sign on to the Service within that time frame.

R. Other Agreements
In addition to this Agreement, you and Ledyard National Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the online services or the additional services such as Pay My Bills, Zelle, MoneyMap, or CreditSense is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts at Ledyard National Bank including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the Schedule of Fees & Charges accompanying those disclosures and the Schedule of Fees & Charges available in each product description on the web site. We will automatically deduct any fees related to this Service from your account each month.

S. Virus Protection
Ledyard National Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC, diskettes, and Mobile Device(s) using a reliable virus product to detect and remove any viruses. Undetected or unrepaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

T. Enforcement
In the event either party brings a legal action to enforce this agreement or collects amounts owing as a result of any account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

U. Applicable Regulations
Use of this Service is subject to existing regulations governing your account(s) and any future changes to those regulations.

V. Termination
Either you or the Bank may terminate the Agreement or the Service provided for any reason at any time. You agree that we may terminate this agreement if:

- You or any authorized user of your password breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your account or password;
- You abused one or more of your accounts;
- You deposited any ineligible items as referenced in Mobile Deposit Section C below, or
- There has not been any activity within 180 days.

We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice for any other reason determined by the Bank. If we terminate your Service, we reserve the right to make no further transfers or payments from your account, including any transactions you have previously authorized.

You or anyone else on your account may end your right to use the Service by telling us. We are not responsible for notifying any remaining account holders of the termination. If you terminate the Service, you authorize us to continue making transfers and payments you have previously authorized until such time as we have had a reasonable opportunity to act on your closing notice. Once we have acted on your closing notice, we will make no further transfers or payments from your account, including transfers or payments you have previously authorized.

If either you or the Bank ends your right to use the Service, you will remain obligated to us for all of your Service transactions including outstanding fees and charges, even if they occur or are completed after the Service has been terminated.

W. Limitations of Service
When using the Service, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. The Service may have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

X. Modifications to this Agreement
Ledyard National Bank may modify the terms and conditions applicable to this Service from time to time by making the new terms and conditions available at our web site. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. The Bank will provide at least a 30 day advance notice prior to the effective date of any adverse changes to the Service, including if the change will result in increased fees or liability or change the hardware or software requirements needed to access this Service or retain electronic records.

Your continued use of the Service following the effective date of a change signifies your acceptance of the change.

Y. Contacting Bank
For help or information about the Service, call Bank's Client Support at 1-888-746-4562. You will never receive a message from Bank that asks you to send Bank any sensitive personal or financial information such as your social security number or your account number. If you ever receive such a request for sensitive personal or financial information, do not respond to the message and call Bank at 1-888-746-4562 to report the incident.

3. Bank-to-Bank Transfer
A Bank-to-Bank Transfer is an electronic fund transfer between your Registered Account and an External Account that you initiate through Online Banking pursuant to your Transfer Instructions and the terms of this Agreement.

A. Description Of Service
The Service allows you to request the Bank initiate a Bank-to-Bank Transfer from one of your Registered Accounts held at the Bank to an External Account held in your name at another financial institution. You also may use the Service to request the Bank to initiate a Bank-to-Bank Transfer from one of your deposit accounts at another financial institution to one of your Registered Accounts held at the Bank. The Service cannot be used to make an electronic funds transfer to third parties at an External Account that is held or owned by a person other than me. Bank-to-Bank Transfers may be scheduled (or initiated) as immediate (one time) transfers, future-dated (one time) transfers, or recurring Bank-to-Bank Transfers. The recurring Bank-to-Bank Transfer feature may be used when a set amount is transferred at regular intervals.

B. Definitions
In addition to the terms defined in my Deposit Agreement, the following defined terms are used in this Agreement:

"External Account" is a checking, money market, or savings account held in your name at an unaffiliated financial institution in the United States. The External Account must be a U.S. dollar denominated account, and must be held in your name in the same right and capacity as the Registered Account at Bank.

"Bank-to-Bank Transfer" is an electronic fund transfer between your Registered Account and an External Account that you initiate through Online Banking pursuant to your Transfer Instructions and the terms of this Agreement.

"Registered Account" is/are the deposit account(s) held by the Bank that you register for the Bank-to-Bank Transfer service.

"Transfer Instruction" is an instruction provided by you through Online Banking to request the Bank to complete a Bank-to-Bank Transfer from a Registered Account to an External Account, or from an External Account to a Registered Account.

C. Verification Of Identity And Account Ownership

To initiate a Bank-to-Bank Transfer, you must first successfully complete certain "Verification Services". As part of these Verification Services, we may request certain information from you directly, and may receive information about you from third parties. You authorize us to obtain information from any financial institutions holding External Accounts to confirm your ownership of the External Accounts. You also authorize us to request information regarding your External Accounts from other third party sources to verify your identity, ownership of the External Accounts, protect against fraud, confirm your pattern of use or exceptional use, comply with applicable law or otherwise as necessary to provide the Service to you. We are under no obligation to you or any other person to verify or confirm your registration information or your ownership of the External Accounts.

Proceeding to use the Service constitutes your assent to and acceptance of the Verification Services in accordance with these terms and conditions:

PROVIDE ACCURATE INFORMATION. You agree to provide true, accurate, current and complete information about yourself and your External Account maintained at other web sites, and you agree to not misrepresent your identity or your Registered Account or External Account information. Accurate records enable us to provide the Service to you. You agree to keep your registration and Registered Account and External Account information up to date and accurate.

EXTERNAL ONLINE BANKING ACCOUNT VERIFICATION. External Online Banking Account Verification is a method of verifying your access to your External Account. By using this method, you are able to search for your external financial institution, enter your external online banking account credentials, and select the account you wish to set up as an External Account to verify your access to that External Account.

MANUAL ACCOUNT VERIFICATION WITH MICO DEPOSITS. Manual Account Verification with micro deposits is a method of verifying your access to your External Account. By using this method, you will enter the external account information and authorize the Bank to make two micro deposits (each less than $1.00) to the External Account specified by you to verify your access to that External Account. You will thereafter verify the amounts deposited into the External Account to the Bank.

NO THIRD PARTY ENDORSEMENT. You understand that the Verification Services are not endorsed or sponsored by any third party account providers accessible through the Verification Services.

D. Processing Of Bank-To-Bank Funds Transfers; Modifications And Cancellations

One-Time Today Bank-to-Bank Transfers initiated before 3PM on any calendar day will processed on that same day.
One-Time Today Bank-to-Bank Transfers may not be canceled or changed for any reason once I have ended my Online Banking session.
One-Time Future and Recurring Future Bank-to-Bank Transfers may be canceled or changed up to three (3) Business Days prior to the scheduled transfer date. I must use Online Banking and follow the instructions provided to me. Bank will take reasonable steps to act on any cancellation requests, but Bank shall not be responsible if Bank is unable to cancel a Transfer Instruction because it did not have sufficient time to act on the cancellation request.

The Bank has no obligation to complete a requested Transfer Instruction if (a) there are insufficient funds available in your Account to complete the requested Bank-to-Bank Transfer to the External Account; (b)

the ACH debit to the External Account to fund a Bank-to-Bank Transfer is not processed or is returned by the financial institution holding your External Account for any reason; (c) the requested Transfer Instruction exceeds any dollar or frequency limitation placed on Bank-to-Bank Transfers by the Bank; or (d) there are any restrictions or limitations imposed by the financial institution holding the External Accounts. The Bank is not responsible for actions taken by the financial institution that holds your External Accounts, and is not responsible if the financial institution does not properly credit the Bank-to- Bank Transfer to your External Account.

You may withdraw funds transferred to my Registered Account through the Service in accordance with Bank's Funds Availability Policy.

E. Limitations on Bank-to-Bank Transfers

The default Bank-to-Bank Transfer limits are:

- **$ 5,000 daily limit**
- **$ 15,000 limit every rolling 30 days**

In the normal course of business, we do not accept exceptions to this policy. However, if you have a significant need, contact your Financial Center or Client Support. The Bank reserves the right to review specific account and relationship information to determine eligibility for increased deposit limits at the Bank's sole and exclusive discretion.

You agree that you may reduce the dollar limits on Bank-to-Bank Transfers set forth above, or terminate your eligibility to make future Bank-to-Bank Transfers (including canceling scheduled future Bank-to-Bank Transfers), in each case without prior notice (other than any notice required by applicable law), upon occurrence of a Disqualifying Event. Each of the following is a "Disqualifying Event":

- Any of your accounts with the Bank are not current or are not in good standing.
- You had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Registered Account during the current or 3 prior calendar months.
- You had any prior Bank-to-Bank Transfer from one of your Registered Accounts to an External Account canceled, revoked, or not completed due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.

F. Bank Reliance on Your Instructions

The Bank is not responsible for detecting any errors in a Transfer Instruction requested by you through the Service. You are responsible for the content of any Transfer Instruction, and the Bank may rely upon the information you provide when processing the Transfer Instruction. The Bank may rely solely on the account numbers and bank identifying numbers that you provide to the Bank for identifying your External Account(s) and financial institution(s), regardless of whether or not you also provide the name of the External Account holder or the name of the financial institution.

4. <u>Mobile Banking</u>

The Bank permits Online Banking users to access Online Banking linked accounts via a cell phone or other handheld mobile device, as described below (the "Mobile Banking Service").

A. Charges for Mobile Banking Service.

We do not charge a fee to register for or access the Service. However, you may incur charges from your telecommunications carrier to receive Internet, cellular or other data service on your Mobile Phone. You may also incur charges from your telecommunications carrier when sending and receiving text messages in connection with your use of the Service.

B. Limitations on Use of Mobile Banking Service. There are certain limitations of this Mobile Banking Service. Because the Mobile Banking Service is accessible only through a Mobile Device, your access may be limited by the service provided by the applicable telecommunications carrier. ***We do not guarantee: (a)***

either the delivery or the accuracy of any information requested or provided through the Mobile Banking Service; or (b) that you will have continuous or uninterrupted access to the Mobile Banking Service. We are not responsible for any delay, failure or error in the transmission or content of text messages through the Mobile Banking Service. We will not be liable for damages arising from the non-delivery, delayed delivery, or wrong delivery of any information through the Mobile Banking Service, from any inaccurate information provided through the Mobile Banking Service, from your use of or reliance on any information provided through the Mobile Banking Service, or from your inability to access the Mobile Banking Service.

5. Mobile Deposit

Service users are permitted to make deposits to checking, money market, or savings accounts at the Bank using an approved Mobile Device (as defined and described below) by photographing checks ("Checks") and delivering the images and associated deposit information to Ledyard National Bank or Ledyard National Bank's designated processor as described below ("Mobile Deposit Service"). ***By utilizing the Mobile Deposit Service, you agree to all of the terms and conditions of this Agreement.***

A. Mobile Deposit

With the Mobile Deposit Service, you may use your Mobile Device to make deposits to your checking, money market, or savings, accounts at Bank using an approved Mobile Device by photographing and delivering the images and associated deposit information to the Bank or Bank's designated processor. In order to use Mobile Deposit, you must: (a) be enrolled in Online or Mobile Banking; and (b) have an eligible mobile communications device, which may include a mobile phone or a tablet (a "Mobile Device").

B. Mobile Device Requirements

You agree to use a Mobile Device that meets all technical requirements for the proper delivery of a deposit via the Mobile Deposit Service and that fulfills your obligation to obtain and maintain secure access to the Internet. You agree you may also incur, and shall pay, any and all expenses related to the use of the Mobile Deposit Service, including, but not limited to, telephone service or Internet service charges. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Mobile Deposit Service. You agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Mobile Deposit Service and the cost thereof, and you hereby agree that it will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements. The Bank is not responsible for, and you hereby release the Bank from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet. The Bank is not responsible for, and you hereby release the Bank from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your Mobile Device and/or any associated hardware or software, or failures of or interruptions in any electrical, telephone or Internet services.

C. Eligible items

You agree that you will use the Mobile Deposit Service to deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"), that are payable to, and indorsed by, you. You agree that the image of the check transmitted to Bank shall be deemed an "item" within the meaning of **Article 4 of the Uniform Commercial Code ("UCC")** and you are bound by all applicable provisions of the UCC**.**

You agree that you will not use the Mobile Deposit Service to photograph and deposit any checks or other items as shown below which shall be considered ineligible items:

1. Checks payable to a third party (rather than to Customer, unless the Bank agrees in writing otherwise with respect to Customer's Designated Affiliates);
2. Remotely-created checks, or remotely-created payment orders deposited into or cleared through the check clearing system;
3. Checks drawn on banking institutions outside the U.S. or in currencies other than U.S. Dollars;
4. Irregular checks (e.g., where the numerical and written amounts are different);
5. Previously-returned checks;

6. Checks payable to or in cash;
7. Checks exceeding any Customer transaction or file limits as Bank may establish from time to time;
8. Checks that Customer knows or suspects, or should know or suspect, are altered on the front of the item, fraudulent or otherwise not authorized by the owner of the account on which the checks/items are drawn;
9. Checks that have any endorsement on the back other than that specified in or otherwise required by this Agreement;
10. Checks that have been previously submitted through the Mobile Deposit Service or through a remote deposit capture service offered at any other financial institution;
11. Checks that are drawn or otherwise issued by the U.S. Treasury Department;
12. Checks that are postdated or more than six (6) months old; and
13. Checks that are not acceptable to Bank for deposit into an Account as provided in the Account Agreement, or are in violation of any law, rule or regulation.

D. Image Quality

D.1 The image of an item transmitted to the Bank using the Mobile Deposit Service must be legible, including the MICR data. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

D.2 You are solely responsible for the inspection of all electronic items to ensure legibility of the Check image and all information on an original Check is accurately photographed and legible. You acknowledge that image technology may not capture all security features contained in the original Check(s) and agree to assume any and all losses resulting from claims based on security features that do not survive the image process. You acknowledge that the Bank does not verify or inspect the accuracy, legibility or quality of the electronic item prior to processing an electronic item. The Bank reserves the right in its sole discretion at any time to correct, alter or amend data submitted in an electronic item in accordance with general banking and check collection practices to facilitate processing of the Check, but the Bank shall have no obligation to affect such a repair.

E. Endorsements and Procedures

E.1 You agree to endorse any item transmitted through the Mobile Deposit Service with your signature and to write "FOR MOBILE DEPOSIT ONLY, you are depositing into, or as otherwise instructed by the Bank from time to time. You agree to follow any and all other procedures and instructions for use of the Service as the Bank may establish from time to time. Any loss we incur from a delay, processing error or any other action resulting from an irregular endorsement or other markings by you will be your responsibility.

E.2 If the back of any item includes language such as: □ CHECK HERE AFTER MOBILE OR REMOTE DEPOSIT, Customer must check the box <u>after</u> submitting the item for deposit via the Mobile Deposit Service.

E.3 A Check payable to two payees must be endorsed by both payees. If the Check is payable to you <u>or</u> your joint owner, either of you can endorse it. If the Check is made payable to you <u>and</u> your joint owner, both of you must endorse the Check and it must be deposited into an account owned by both of you.

F. Receipt of Items.

F.1 The Bank reserves the right to reject any item transmitted through the Mobile Deposit Service, in its sole and exclusive discretion, without liability to you. The Bank is not responsible for items we do not receive or for images that are dropped during transmission. If the Bank rejects an item due to image quality, you will be notified by email and you will be required to re-take the photo. An image of an item shall be deemed received when you receive a confirmation from Bank that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the

Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

F.2 The Bank reserves the right at any time to refuse the deposit or processing of an electronic item, and to return the same to you without prior notice. The Bank may request that you deposit the original Check for processing and collection, instead of the electronic item. The Bank shall not be liable for (i) failure to process or collect an electronic item; (ii) any error that results in processing or collecting an electronic item because of your failure to provide the Bank with full and correct data or dollar amount from the original Check, or an accurate and legible image of the original Check; and (iii) any Check that violates this Agreement, or any other agreement between you and the Bank. You agree that the Bank may charge your account for any and all returned items that relate to original Check(s) deposited with the Bank.

G. Availability of Funds

You agree that items transmitted using the Mobile Deposit Service are subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Mobile Deposit Service is received and accepted before **4:00 p.m.** Eastern Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Bank may delay availability of funds based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as Bank, in its sole discretion, deems relevant. In addition, you agree to follow The Check Clearing for the 21st Century Act, as it may be amended from time to time, and Regulation CC of the Federal Reserve Board ("Check 21 Act") for all checks deposited where applicable.

H. Disposal of Transmitted Items

H.1 You must securely store any original Check for fourteen (14) Calendar Days after transmission to the Bank and make any original Check accessible to the Bank at the Bank's request. Upon the Bank's request from time to time, you will deliver to the Bank within two (2) Business Days, at your expense, the requested original Check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after such fourteen (14) day period expires, you must destroy the original Check *by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an original Check, the Image will be the sole evidence of the original Check.*

You agree that it will never deposit the original Check or present the original Check to the Bank or anyone else for payment. You understand that you are responsible if anyone is asked to make a payment based on an original Check that has already been paid.

H.2 You also agree to review and validate the accuracy of the Check data captured including the amount of the check and the legibility of the check image through the Mobile Deposit Service prior to transmission of the image. You will carefully examine any statement, notification or confirmation of a transaction and notify Bank within thirty (30) days of the statement date of any errors, discrepancies or fraudulent transactions. You agree that thirty (30) days is a commercially reasonable time to notify the Bank of errors, discrepancies or fraudulent transactions, unless any other agreements, laws, rules or regulations provide for a shorter time.

I. Limitations on Mobile Deposits

We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Mobile Deposit Service and to modify such limits from time to time in our sole discretion. If you attempt to initiate a deposit in excess of these limits, it may be declined. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Addendum, and we will not be obligated to allow such a deposit at other times.

The default Mobile Deposit limits are:

- **$10,000 daily limit**
- **$250,000 monthly limit**

In the normal course of business, we do not accept exceptions to this policy. However, if you have a significant need, contact your Financial Center or Client Support. The Bank reserves the right to review specific account and relationship information to determine eligibility for increased deposit limits at the Bank's sole and exclusive discretion.

J. Returned Deposits

Any credit to your account for Checks deposited using this Mobile Deposit Service is provisional. If original Checks deposited through this Mobile Deposit Service are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original Check will not be returned to you, but that we may charge back the amount of the original Check and provide you with an image of the original Check, a paper reproduction of the original Check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

K. Right of Setoff

We may debit any of your accounts with us to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item (whether or not the rejection, return, adjustment or warranty claim was made timely), or for any other amounts owed to us under the terms of this Agreement.

L. Hardware and Software

In order to use the Mobile Deposit Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Bank from time to time. The Bank is not responsible for any third-party software you may need to use the Mobile Deposit Service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at time of download and installation.

M. Errors

You agree to notify Bank of any suspected errors regarding items deposited through the Mobile Deposit Service right away, and in no event later than sixty (60) days after the applicable Bank account statement made available to you. Unless you notify Bank within sixty (60) days, such statement regarding all deposits made through the Mobile Deposit Service shall be deemed correct, and you will not be able to bring a claim against Bank for such alleged error. Consumers should refer to the Electronic Fund Transfers disclosure for additional information relating to liability.

N. Errors in Transmission

By using the Mobile Deposit Service, you accept the risk that an item may be intercepted or misdirected during transmission. Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

O. Presentment

The manner in which the items are cleared, presented for payment, and collected are dependent on other financial institutions and their processors.

P. User warranties

You represent and warrant to the Bank that:

1. You will only transmit eligible items.
2. Images will meet the image quality standards as required in this Agreement.
3. You will not transmit duplicate items.

4. You will not deposit, negotiate or represent the original item unless requested by Bank in writing.
5. All information contained in or regarding the item you provide to Bank is accurate and true.
6. You will only transmit items that are drawn on or payable at or through banks located with the United States.
7. You will properly secure the Mobile Device to prevent unauthorized use.
8. You will comply with this Agreement and all applicable rules, laws and regulations.

Q. Liability

You agree to indemnify, defend and hold Bank and its respective directors, officers, employees, and agents (collectively, "Indemnitees") harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising directly or indirectly from or related to the following (except for losses and liabilities related to our own gross negligence or willful misconduct):

1. Any negligent or intentional act or omission by you in the performance of your obligations under this Addendum, including, but not limited to (i) duplicate photographing of the same check or item, (ii) transmission of duplicate items, (ii) fraudulent or unauthorized use of your Mobile Device or security credentials.
2. Any material breach in a representation, warranty, covenant, or obligation of you contained in this Addendum.
3. The violation of any applicable federal, state or local law, regulation or ordinance when accessing the Mobile Deposit Service.
4. Your failure to securely maintain your Mobile Device or the original check or item, or properly disposing of the original item after depositing it through the Mobile Deposit Service.

Your obligation under this paragraph shall survive termination of the Agreement.

R. Limitations on Use of the Mobile Deposit Service

There are certain limitations of the Mobile Deposit Service. Because the Mobile Deposit Service is accessible only through a Mobile Device, your access may be limited by the service provided by the applicable telecommunications carrier. ***Bank does not guarantee: (a) either the delivery or the accuracy of any information requested or provided through the Mobile Deposit Service; or (b) that you will have continuous or uninterrupted access to the Mobile Deposit Service. The Bank is not responsible for any delay, failure or error in the transmission or content of text messages through the Mobile Deposit Service. The Bank will not be liable for damages arising from the non-delivery, delayed delivery, or wrong delivery of any information through the Mobile Deposit Service, from any inaccurate information provided through the Mobile Deposit Service, from your use of or reliance on any information provided through the Mobile Deposit Service, or from your inability to access the Mobile Deposit Service.***