



Business Online Banking Service Agreement

This Agreement (the "Agreement") governs the terms and conditions of the use of Business Online Banking, an electronic banking service provided by South Shore Bank by which you may access information about your Account(s) and initiate certain transactions through your Account(s) pursuant to the terms and conditions of this Agreement. In this Agreement, the words "you," "your" and "Customer" refer to the business accountholder, and the words "we," "us," "our," and the "Bank" mean South Shore Bank. The word "Account" means any Bank business deposit or loan account (including any Business Checking Account, Business Savings Account, Business Money Market Account, Certificate of Deposit Account ("CD"), or Business Line of Credit or Loan Account) which is accessible using the Service.

Your Account(s) and use of Business Online Banking are also governed by the Deposit Account Agreement for Business Accounts, including the Electronic Funds Transfer Agreement portion (collectively, the "Account Agreement") which were provided to you when you opened your Account(s). Any terms that are not defined in this Agreement have the same meaning as they have in the Account Agreement.

(a) Definitions

"Account Control" refers to your authority to designate an Administrator, to designate one or more Secondary Users with access to an individual Account, and to set up transaction authorities and limits for each Secondary User.

"Administrator" means an Authorized Representative who is an authorized signer on a Linked Account and is designated by Customer to have responsibility for the initial enrollment in the Services and your business' on-going use of the Services, including the designation of Secondary Users.

"Agreement" refers to this Business Online Banking Service Agreement, together with any supplement, appendix, schedule or exhibit hereto, as the same may be amended from time to time.

"Authorized Representative" means each person designated by Customer as an authorized representative of Customer and any person who, by course of dealing or otherwise, has implied authority to act on behalf of Customer.

"Computer" means any electronic device, including mobile devices, software and Internet browser that supports 128-bit encryption, has access to the Internet, and through which a Service is made available via Business Online Banking.

"Customer Instruction" refers to any instruction, notice, order, entry or other Communication (as defined below) given to the Bank by an Administrator or Secondary User in connection with the transfer of funds using a Service (including, but not limited to, any order relating to the bill payment Service).

"Linked Account" means each eligible Account that is linked in a portfolio accessible through Business Online Banking.

“Password” means any confidential password, phrase, code, token or number, or any other access device whether issued to you, your Administrator or your Secondary User(s) by the Bank or adopted by you, your Administrator or your Secondary User(s) which may be used to access the web site and/or Business Online Banking and/or any Service and/or to effect Instructions on your Linked Account(s) under the agreed Security Procedures attached to this Agreement, as the same may be amended from time to time as provided herein.

“Primary Account” means the checking account that you have specifically identified as such, if any, and to which fees due Bank may be charged in accordance herewith. Unless otherwise agreed upon, the address for Customer associated with the Primary Account shall be the address to which all notices and other communications concerning the Services will be sent.

“Secondary User” means an Authorized Representative appointed and set-up by the Administrator using Business Online Banking.

“Service” means any of the Business Online Banking and electronic banking services through which you may access Account information and/or initiate transactions through your Account(s) pursuant to this Agreement. We may require that you execute and deliver to us a separate agreement before you may access certain Services through Business Online Banking, such as wire transfer and Automated Clearing House (ACH) Services.

“Service Request” means a request by Customer to pursuant to this Agreement to provide one or more of the Services to Customer. Service Requests may be submitted in writing or electronically, but in all instances shall be in a form satisfactory to Bank. In order to be effective, Service Requests shall be duly executed or otherwise authenticated by Customer and may require Customer to execute and deliver to Bank a separate agreement specific to the Service, as specified herein. Customer acknowledges that Bank may require a reasonable time period in order to act on any Service Request.

“Supplemental Service Request” means a Service Request for a particular Service that supplements or amends, but does not revoke in its entirety, a prior Service Request for that Service. Customer acknowledges that Bank may require a reasonable time period in order to act on any Supplemental Service Request.

“Terms and Conditions” means the terms and conditions for each specific Service set forth in this Agreement or any separate agreement specific to a particular Service that we may require, as amended from time to time, that, together with this Agreement and applicable service guides and manuals (including, without limitation, electronic versions of any of the foregoing), govern the parties’ rights and responsibilities with respect to the Services. Such Terms and Conditions are incorporated herein by reference and made a part hereof and incorporated by reference in the Service Request or any Supplemental Service Request for the Service to which such Terms and Conditions pertain.

“Username” means any unique phrase, code, token or number, or any other identification device issued to your Administrator or your Secondary User(s) by the Bank or adopted by your Administrator or your Secondary User(s) to individually identify such Administrator or your Secondary User under the agreed Security Procedures attached to this Agreement, as the same may be amended from time to time as provided herein.

(b) General

Business Online Banking access is available over the Internet. You can access Business Online Banking from the Business Online Banking login page on our website once your Account has been activated. No additional software is required for Internet access to Business Online Banking. When you login to our website using a Username and Password, you are requesting Internet access to your Account(s) and are agreeing to the terms of this Agreement. You are also agreeing that any

communication from us to you, including any disclosures or other information required to be delivered in writing under applicable law, may be delivered to you in electronic form, and that such electronic communication shall be in lieu of, or shall itself constitute, written communication. This includes electronic delivery of change in terms notices affecting your use of Business Online Banking.

(c) You Agree

If you use Business Online Banking or permit another person to use Business Online Banking, including any Administrator or Secondary User, to access, use or request any Service, you and they agree to all Terms and Conditions applicable to the Service. You agree to use Business Online Banking only as provided in this Agreement. If you do not agree to the Terms and Conditions, you may not use Business Online Banking. By using Business Online Banking, you consent to the electronic transmission of financial information, Customer Instructions, Service Requests and Supplemental Service Requests. Your consent will be deemed effective for as long as you use Business Online Banking.

(d) Computer Requirements

In order to use Business Online Banking, you will need a Computer, software and Internet browser that support 128-bit encryption. You are responsible for the installation, maintenance, and operation of your Computer. We are not responsible for any errors or failures caused by any malfunction of your Computer, and we are not responsible for any computer virus or related problems that may be associated with the use of Business Online Banking or your Computer.

(e) Access to Business Online Banking

You can use your Computer to access Business Online Banking 24 hours a day, 7 days a week, except during any special or scheduled maintenance periods. You can access Business Online Banking from the Business Online Banking login page on our Web site once your Account has been activated. No additional software is required for Internet access to Business Online Banking.

You should never provide your Username and Password to a third party. If you do so, you are authorizing that party to make transactions on your account. Therefore, you are responsible for any transaction, including transfers from your account, resulting from your furnishing your Username and Password to a third party. South Shore Bank will not be liable for and will not reimburse you for any losses that may occur as a result of this authorized use of your Username and Password.

Any Administrator may designate one or more Secondary Users to have access to Business Online Banking. Such access shall be subject to all applicable Terms and Conditions, including this Agreement. South Shore Bank will not be responsible for any losses resulting from any individual with authorized access to Business Online Banking.

(f) Transaction Accounts

In order for you to use Business Online Banking to initiate certain transactions, you must have at least one Account that is a Business Checking Account associated with Business Online Banking. Eligible Accounts include any Business Checking, Business Savings, or Business Money Market Account. Access to Certificates of Deposit, Business Lines of Credit and Loans is available only for purposes of viewing Account information. Business Online Banking is limited to business accounts and selected commercial accounts only and is not available for personal accounts, except for accounts held by sole proprietors for business purposes.

Only an Authorized Representative who is an authorized signer on an Account who is designated by Customer to have responsibility for the initial enrollment in the Services and your business' ongoing use of the Services, including the designation of Secondary Users, may request access to an Account through Business Online Banking. Only an Administrator may request Business Online Banking access for Secondary Users.

(g) Services Provided

This Agreement describes the terms and conditions under which we will provide you with access to and use of the Services. Any Services described may be changed or eliminated, wholly or partially, by us at any time. Daily cut-off times for electronic funds transfers are available by contacting the Bank's Customer Support. We may also introduce from time-to-time new features of the Services or make new or different Services available through Business Online Banking. We will notify you of the availability of any new features or Services. Business Online Banking currently allows you to perform the following functions:

1. Transfer collected funds to or from Accounts subject to the rules governing that specific type of Account. You may or may not have access to make transfers from some of your accounts with the Bank. For instance, South Shore Bank will not allow you to make transfers to or from Individual Retirement Accounts (or similar accounts). Transfer of funds to or from your Account(s) may not be effective until the following Business Day.

Transfers between Customer's business accounts with South Shore Bank and business accounts at other financial institutions will be accomplished through an Automated Clearing House (ACH) debit against the account funds are being transferred from and an ACH credit to the account funds are being transferred to.

Funds from transfers with other institutions will be available for withdrawal in accordance with the funds availability policy of the institution holding the account that received the funds. External transfer credits to Customer's South Shore Bank account will be available no later than the Business Day after the Bank receives finally collected funds. Funds are generally finally collected by the third Business Day after the day of transfer.

2. Make payments on your designated Bank business loan(s). Payments may not be effective until the following business day.
3. You may make transfers to or from certain accounts in certain other United States banks (with a signed ACH or Wire Agreement).
4. Access balance information and posted activity on Accounts with South Shore Bank and view reports prepared from Account activity.
5. Review the current month's activity and prior month's statements for Accounts.
6. Perform external analysis on certain Account information.
7. Automated Clearing House (ACH) or Electronic Debit or Credit Services and Tax Payment services (with a current, signed ACH Agreement).
8. Wire Transfer (with a current signed Wire Transfer Agreement).
9. Deposit checks electronically with a current signed Remote Deposit Capture Agreement.
10. Manage accounts payable by tracking outstanding check items and clearing checks to prevent fraudulent or erroneous checks (with a current signed Positive Pay Agreement).
11. View and save eStatements (electronic versions of current and past account statements that you can save to your Computer or print for your records).

(h) Fees, Charges and Payment Obligation

Customer will pay to Bank the fees established for the Services, including but not limited to those fees specified on the South Shore Bank Cash Management Fee Schedule and those fees contained on Bank's Schedule of Fees & Services. To the extent there are direct inconsistencies between the fees on the South Shore Bank Cash Management Fee Schedule and the Schedule of Fees & Services, the fees set forth in the South Shore Bank Cash Management Fee Schedule will control. Bank may amend Service pricing and Customer acknowledges that certain prices are subject to change without prior notice. Special or additional services performed at Customer's request will be subject to additional terms and fees. Customer will pay the fees charged for the services provided. In addition to Service fees, Customer will pay for any taxes, tariffs and assessments levied or imposed by any government agency in connection with the Services or these Terms and Conditions (excluding any income tax payable by Bank). Bank may send a bill to Customer or

charge the fees directly to Customer's Account with Bank. Customer is responsible for the costs of any communication lines and any data processing charges payable to third parties.

(i) Electronic Communications

You agree that we may communicate with you by electronic means regarding the accounts you maintain with us and designate for use with the Services. This means that we may send you electronic messages regarding your account or the Services and any messages we send electronically will be treated as a "writing" and will be binding as a written communication. These messages may include any disclosures or notices required by applicable federal or state law or regulation. You should check your e-mail messages within the Services regularly to ensure that you have received any important information about your account or the Services. You will be deemed to have received any information, including any required disclosure or notice, as of the date we transmit such information to you. If your account is a joint account, we will consider our electronic communication to one owner as being given to all account owners. All communications in either electronic or paper format will be "in writing."

(j) Limit of Our and Other Providers' Responsibility

We agree to make reasonable efforts to ensure the full performance of Business Online Banking. We will be responsible for acting only on those instructions that are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages you send. We are not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet service provider providing connection to the Internet or caused by any browser software.

WE ARE NOT RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF YOUR USE OF BUSINESS ONLINE BANKING.

(k) Reporting Unauthorized Transactions, Compromised Usernames or Passwords, and Errors

If you believe that an unauthorized transaction has been made from your Account, or if you have reason to believe that any Username or Password issued to or adopted by you or an Administrator or a Secondary User may have been compromised, or if you believe there has been an error, telephone us immediately at 1-781-682-3715, or write to us at:

South Shore Bank
Attn. Business Online Banking
1530 Main Street
Weymouth, MA 02190

(l) Customer's Responsibility

You are responsible for all Customer Instructions, Service Requests and Supplemental Service Requests made using Business Online Banking, including, without limitation, the transfer of funds from any Account authorized by an Administrator or Secondary User using a Service. If you permit any other person to perform Business Online Banking transactions, you are responsible for any transactions they authorize from your Business Online Banking Linked Accounts.

You should notify us immediately if you believe any of your Accounts have been accessed or any Usernames or Passwords have been used without permission. Contacting us right away will help you reduce possible losses. Telephoning us is the best way to notify us.

If you believe your Username and/or your Password has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission using Business Online Banking, call or write to us at the telephone number or address set forth in Section (j).

You agree that our Security Procedures, attached hereto, are commercially reasonable and that our acceptance of a transaction made by use of a Username and Password issued to or adopted by you (including any Username and Password issued to or adopted by an Administrator or Secondary User) is done in good faith and in compliance with our Security Procedures.

THEREFORE, YOU ARE FULLY RESPONSIBLE FOR ANY TRANSACTIONS MADE BY USE OF ANY USERNAME OR YOUR PASSWORD TO ACCESS YOUR BUSINESS ACCOUNT(S). YOU AGREE TO IMMEDIATELY REIMBURSE US FOR ANY LOSS, CLAIM, OR DAMAGE WHICH WE SUSTAIN AS A RESULT OF THE USE OF ANY USERNAME OR PASSWORD ISSUED AT YOUR REQUEST TO ACCESS YOUR BUSINESS ACCOUNT(S). WE SHALL HAVE NO LIABILITY FOR ANY LOSS, CLAIM, OR DAMAGE WHICH YOU SUSTAIN AS A RESULT OF THE USE OF ANY USERNAME(S) OR PASSWORD(S) ISSUED PURSUANT TO THIS AGREEMENT TO ACCESS YOUR BUSINESS ACCOUNT(S).

(m) Bank's Responsibility

We are responsible for processing your Customer Instructions, Service Requests and Supplemental Service Requests. However, we will NOT be liable:

1. if you do not have adequate money in an Account to complete a transaction from that Account, or if that Account has been closed;
2. if you have not properly followed Business Online Banking instructions on how to make a transfer, including, without limitation, any applicable Security Procedures;
3. if you have not given us complete, correct, and current instructions so that we can make a transfer;
4. if withdrawals from any of your Accounts have been prohibited by a court order such as garnishment or other legal process;
5. if your Computer was not working properly and this problem should have been apparent to you when you attempted to authorize a transfer;
6. if we have reason to believe that you or someone else is using Business Online Banking for fraudulent or illegal purposes;
7. if circumstances beyond our control prevent making a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include telecommunication outages, postal strikes, fires, and floods.

You should refer to the Account Agreement for other exceptions to our liability.

(n) Ending the Business Online Banking Agreement

Either you or we may terminate this Agreement and your Business Online Banking service at any time upon giving written or oral notice of the termination to the other party. You may mail any written notice of termination to us.

Please note that if more than one Authorized Representative has signing authority with respect to an Account then any such Authorized Representative may terminate that Account. We are not responsible for notifying any remaining Account holders of the Account termination.

If you terminate Business Online Banking, you authorize us to continue making transfers and bill payments you have previously authorized until such time as we have had a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will make no further transfers or payments from your Accounts, including any transfers or payments you have previously authorized.

If we terminate your use of Business Online Banking, we reserve the right to make no further transfers or payments from your Account, including any transactions you have previously authorized.

(o) Governing Law

This Agreement is governed by the federal laws of the United States and the laws of the Commonwealth of Massachusetts. Any issue relating to an account or service with us that you access through Business Online Banking shall be governed by the laws specified in the agreement for that account or service if there is a separate agreement for that account or service.

(p) Business Days / Calendar Days

Our "Business Days" are every day, except Saturdays, Sundays and holidays. You can use your Computer to access Business Online Banking 24 hours a day, 7 days a week, except during any special or scheduled maintenance periods. For the purpose of this Agreement, "Calendar Days" are every day, including Saturdays, Sundays and holidays.

(q) Right to Get Documentation of Electronic Banking Transaction

You will get a monthly statement covering electronic activity in your Account. You agree to review your monthly statement promptly after you receive it. If your monthly statement shows transactions that you did not authorize, you must tell us at once. You also agree to tell us promptly about any change in your address, so that we may send your monthly statements to your correct address.

(r) Amendments

We may amend or change the Agreement at any time. Changes to this Agreement will be effective immediately after we make them, except for those changes, if any, that we are required by applicable law to tell you about in advance. Those changes will be effective immediately after we have given you prior written notice as required under applicable law. Unless otherwise required by law, we will notify you of any such change or amendment electronically by posting such notice as a banner message on Business Online Banking.

Security Procedures

The term "Security Procedures" refers to certain procedures, including the use of Usernames, Passwords, identification codes, encryption, logon credentials, personal or location identification numbers, repetitive codes, tokens and other security devices, systems and software designed to verify the origination (but not errors in transmission or content) of Customer Instructions, Service Requests, Supplemental Service Requests, and other instructions, orders, entries and other communications (each, a "Communication") sent by Bank or Customer in connection with a Service. Bank is not obligated to act on a Communication not transmitted in accordance with the Security Procedures described herein and may refuse to act on any Communication where Bank reasonably doubts its authorization, contents, origination or compliance with these Security Procedures. Bank has no duty to discover, and is not liable for, errors or omissions by Customer. If Bank complies with the Security Procedures regarding a Communication, Bank is entitled to act on that Communication and is not obligated to verify the content of such Communication, establish the identity of the person giving it, or await any confirmation thereof, and Bank is not liable for acting on, and Customer is bound by, any Communication sent in the name of Customer, whether or not authorized. Bank reserves the right to issue new Security Procedures and/or to cancel or change any Security Procedures from time to time as provided in the Agreement.

In order to access and use Business Online Banking and the Services, Customer must designate an Administrator for each Linked Account. Administrators are required to establish Usernames and Passwords before Secondary Users may access Business Online Banking. You authorize us to act on Communication received under any such Username and Password established through Business Online Banking. For security purposes it is recommended that Administrators and all Secondary Users memorize Passwords and do not write them down. All Authorized Representatives are responsible for keeping their Passwords and Linked Account information confidential. You must ensure that your Administrator(s) and any Secondary User(s) keep their Usernames and Password secure and secret at all times and take steps to prevent unauthorized use of the Usernames and Passwords provided to them. Each Username and Password together act as Customer's signature. You may change Usernames and Passwords at any time by following instructions provided through Business Online Banking.

By using Business Online Banking, each Administrator and Secondary User agrees to comply with the terms of this Agreement and any other reasonable instructions or recommendations we may issue regarding Business Online Banking security including, without limitation, the security recommendations contained in these Security Procedures. You agree that it is your sole responsibility to set up, maintain and regularly review security arrangements concerning access to, and use of, the Services, and information stored on your computing and communications systems, and your Administrators' and Secondary Users' control of Passwords, security devices and access to Business Online Banking.

By enrolling for Business Online Banking, you confirm that you have assessed these Security Procedures and have determined that these Security Procedures, in combination with your own security measures, are adequate for your Linked Account(s).

You must notify us immediately if you or any Administrator or Secondary User knows of or suspects any of the following:

- any unauthorized access to your Account(s) through Business Online Banking or otherwise;
- any unauthorized Customer Instructions, Service Requests, Supplemental Service Requests, or other Communication sent in the name of Customer through Business Online Banking or otherwise; or
- any unauthorized person may have accessed or used any of your Usernames or Passwords.

If you have reason to believe that any Administrator's or Secondary User's Username or Password has been lost, stolen or used (or may be used) or that a Service Request, Supplemental Service

Request, or other Communication has been or may be made with an Administrator's or Secondary User's Username or Password without your permission, you must call us at 781-682-3715 or 781-682-3240 on any Business Day at any time during our normal business hours, or write to us at:

South Shore Bank
Attn. Business Online Banking
1530 Main Street
Weymouth, MA 02190

You will not be liable for any unauthorized transaction that occurs after we receive your notice and have had a reasonable opportunity to act on it, unless we can prove that your failure to comply with these Security Procedures or the Agreement, or to otherwise exercise ordinary care contributed to the unauthorized transaction.

Business Online Banking is accessed through the Internet, which is a public system over which we have no control. It is therefore your duty to make sure that any Computer or other device, which you use to access Services, is free from and adequately protected against acquiring computer viruses and other destructive or disruptive components. We are not responsible for losses or unauthorized use of Business Online Banking if you have not taken such precautionary measures. You agree that you are solely responsible for the performance and protection of any Internet browser used in connection with Business Online Banking including the prompt adoption by you of all security patches and other security measures issued or recommended from time to time by the suppliers of such Internet browsers.

You are responsible for the accuracy and completeness of Customer Instructions. If a Customer Instruction identifies an intermediary bank, or the beneficiary's bank by name and an account or other identifying number, we may act solely on the basis of that number. If a Customer Instruction does not designate an intermediary bank where appropriate, we will select an intermediary bank and you agree that we have no liability with respect to such selection.

Communications requesting cancellation or amendment of a Customer Instruction must be transmitted to us using the same level of Security Procedure as used for the original Customer Instruction. However, we are not liable for any failure to cancel or modify the Customer Instruction.

We are not obligated to execute any Customer Instruction if:

- it is not in accordance with any Term or Condition applicable to the Linked Account or the Service;
- we have reason to believe it may not be authorized by you or involves funds subject to a hold, dispute, restriction or legal process we believe prevents their withdrawal;
- it would cause a funds transfer to exceed your available balance in the Account on the day the funds transfer is scheduled to be made;
- it would result in exceeding any limit established by us;
- it would violate any applicable provision of any risk control program of any federal or state regulatory authority;
- it is not in accordance with our applicable policies, procedures or practices;
- we have reasonable cause not to honor the Customer Instruction for our or your protection; or
- we have terminated this Agreement.

In the event that we do not act on or delay acting on a Customer Instruction, we shall attempt to notify you of this as soon as is reasonably possible. Transactions may not be executed by us immediately when a Customer Instruction is received. Some transactions may take time to process and certain Customer Instructions may only be processed during normal banking hours even though Business Online Banking is available and may be accessible outside such hours.

You agree not to disclose any proprietary information regarding the Services to any third party (except to your Administrator and Secondary Users). You also agree to comply with these Security Procedures and any operating, security and recognition procedures we may establish from time to time with respect to the Services. You will be denied access to the Services if you fail to comply with any of these procedures.

Customer Obligations as to Security Procedures. Whenever the Security Procedures associated with a Service include the assigning to Customer of any confidential Password, logon identification, identification code, personal or location identification number, repetitive code, token or similar security device, Customer shall not disclose such security device except to employees or agents authorized to act for Customer in connection with Services. Customer shall implement such safeguards as are reasonably necessary to ensure the confidentiality and integrity of such security devices and shall immediately notify Bank if the confidentiality or integrity of any such security device is breached or threatened, followed by written confirmation of security breach. Bank will have no liability to the Customer for any unauthorized transaction made using a security device that occurs before the Customer has notified Bank of the possible unauthorized use and Bank has had a reasonable opportunity to act on that notice. Customer shall be solely responsible for the safekeeping of such security devices and assumes all risk of accidental disclosure or inadvertent use of such security devices by any party whatsoever, whether such disclosure or use is on account of Customer's negligence or deliberate acts or otherwise. Customer is strictly responsible to establish and enforce internal policies to safeguard against unauthorized Communications with Bank.

Customer is aware that Bank offers products and Services which can be valuable tools in reducing the incidence of fraud and unauthorized use of Customer's accounts and the Services. In addition, Bank offers a variety of online viewing and reporting tools which enable access to Account data and activity. Careful monitoring of Accounts and Account data is an effective tool for detecting unauthorized or improper transactions and other Account problems, and for facilitating reporting of potential problems. To the extent Customer chooses not to utilize the tools available to Customer or fails to establish and enforce such internal policies, Customer is assuming the risk of activities which could have been prevented by the use of such tools or policies.

Business Online Banking. You will designate at least one Administrator for Business Online Banking. The Administrator must log-on to the Bank's website to enable Business Online Banking. The Administrator or an Authorized Representative must designate in writing to the Bank any Secondary Users and their authorities and limits. You authorize Bank to execute all Customer Instructions received by Bank from the Administrator and Secondary Users under these Security Procedures and the instructions provided through Business Online Banking for the use of Services.

All eligible Accounts will be accessible through Business Online Banking and the Administrator(s), and Secondary User(s) to the extent authorized by you, will be able to view and access each Linked Account in any manner and for any purpose available through Business Online Banking whether now available or available at some time in the future. You acknowledge that all Linked Accounts are for business purposes and are not intended for personal, family or household use. In order for you to view and transact on accounts that have different federal employer identification numbers ("EIN") and include such accounts within one Customer profile, each such business entity must authorize Customer's access to such accounts in writing in a form satisfactory to Bank. Each business entity having one or more accounts included on a single Customer profile is a Customer and agrees to be bound by this Agreement as amended from time to time by the Bank. The Administrator(s) must be authorized signers on all accounts in the Customer profile.

Authority to Transfer Funds. You are responsible to establish the appropriate Account Controls. You release Bank from liability when executing transfers or payments in accordance with Customer Instructions given using a Username and Password. Where an account held under different tax identification numbers is included on one business profile, you acknowledge that an employee and/or individual Secondary User of one business may be given authority by an Administrator to

transfer funds or conduct other transactions on accounts of other businesses included in your Customer profile. You acknowledge that limitations on such access can only be controlled by the Administrator(s), not the Bank. **The Bank will not be liable to you or any other person or business entity for any loss, damage, or expense arising from access to an account by an Administrator or a Secondary User and you hereby agree to indemnify and keep the Bank harmless against all actions, claims or demands arising from actions of an Administrator a Secondary User.**

You must provide at your own expense a computer, all software and necessary telephone lines, Internet or other connections and equipment needed to access the Business Online Banking (collectively, the "Computer") and an electronic mail address ("e-mail"). Your Internet or other Web browser software must support a minimum 128-bit SSL encryption. You are responsible for the installation, maintenance and operation of the Computer and all related charges. We are not responsible for any errors or failures caused by any malfunction of the Computer or any Computer virus or related problems that may be associated with access to or use of the Services or the Computer. We also are not responsible for any losses or delays in transmission of information you provide to us or otherwise arising out of or incurred in connection with the use of any internet or other service provider providing your connection to the Internet or any browser software.

You are responsible for all charges incurred in connection with or related to the use of the Computer, such as all telephone charges and charges by an Internet or other service provider providing your Internet connection to Business Online Banking.

You generally may access Business Online Banking 24 hours a day, 7 days a week. However, you may not be able to access Services during any special or other scheduled maintenance periods or interruption or delay due to causes beyond our control. These hours of access are subject to change without notice.

You agree to maintain sufficient available funds in your Accounts in connection with your access to and use of the Services. You agree that we may make a payment (as defined below) or funds transfer or perform another Service even if such action causes one or more of your Accounts to be overdrawn. You agree that we may debit any overdraft fees or other related fees from your Primary Account (or any other Account or commercial deposit account you maintain with us, if necessary). If we are unable to complete a Payment or transfer or to perform any other Service for any reason associated with your Accounts, the payment, funds transfer or other Service may not be completed and we will not notify you, unless we are required to do so by applicable law. We will not be liable to you or any third party, however, if we choose to make a payment or funds transfer or to perform the Service.

When you instruct us to make a payment or funds transfer or to perform another Service, you represent that you have sufficient available funds in your Account to cover the amount of the payment, funds transfer or other Service.

Your ability to transfer funds from money market or statement savings Accounts with the Services is limited. You may not make more than 6 transfers per month to another account with us or to a third party by means of preauthorized or automatic transfer, order or instruction, or Business Online Banking, and the 6 such transfers can also be made by check, draft, debit card, or similar order made by you and payable to third parties. Transfers from statement savings and money market deposit Accounts made through the Services are counted against the permissible number of transfers prescribed by federal law. Please see the Account Agreement for more detail about these restrictions.