

Online Banking Terms and Conditions

We'll never ask you for any personal information, or to update confidential information, such as your, Access ID, PIN or social security number via email, text or phone solicitations. We'll never send you an email or text with links directing you to any sites but <https://www.nantucketbank.com> and our social media web pages on Facebook, Twitter and Google. Even with those website or social media links, we'll never ask for any personal or confidential information, nor should you share it.

ONLINE BANKING AGREEMENT: TERMS AND CONDITIONS FOR ONLINE BANKING

Nantucket Bank, A Division of Blue Hills Bank requires that all persons accessing our online banking service ("Online Banking Service"), bill payment service ("Bill Payment Service") and electronic statement service (whether accessed through Internet Banking or directly from our website) ("eStatements") and any customer who uses financial management software, in conjunction with our Online Banking Service or Bill Payment Service, (collectively, "Online Banking Services"), adhere to the following terms and conditions set forth in this agreement ("Agreement"). By requesting or using Online Banking Services or permitting someone else to use them on your behalf, you indicate your acknowledgement and acceptance of these terms and conditions, which are subject to change from time to time.

You should retain a copy of this Agreement for your files. You may also access this Agreement online, and you may print or store a copy from there for your records.

INTRODUCTION

In the terms and conditions that follow, the terms "you" and "your" refers to the person opening, accessing, transacting and/or using Nantucket Bank, A Division of Blue Hills Bank for the services contemplated, and the terms "we," "us" and "our" will refer to the Nantucket Bank, A Division of Blue Hills Bank and any affiliate, subsidiary, agent, independent contractor, designee, or assignee we may, in our sole discretion, involve in the provision of the electronic services.

CUSTOMER DISCLOSURE AND AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS

Electronic Delivery of notices: To serve you more efficiently, we will provide to you with your consent and as required by applicable law your disclosures, documents and statements ("notices") electronically via our website, by e-mail, or by text (rather than by postal mail or in person) for the deposit account, Online Banking Services, e-Statement service or other related electronic service you have selected. The notices include, but are not limited to:

- Deposit account application, instructions, account signature card, deposit account agreement and all related document disclosures required by applicable federal and state law;
- Periodic statements and account notices;
- Change-In-Terms notices;
- Annual Privacy notice;
- Communications about Online Banking Services, e-Statement service or related electronic service, whether available now or in the future;
- Information, instructions and subsequent notices about any additional services that you request subject to this agreement.

Consent is Required: By submitting the application to open an account, our Online Account Services, our e-Statement service or any other electronic service, you affirmatively consent to receive, and acknowledge that you can access, receive and retain, all notices electronically, whether sent by e-mail or other electronic means. You further acknowledge that by accessing the Bank's website at <https://www.nantucketbank.com> you satisfy the hardware and software requirements discussed more fully below. If you do not consent to receiving the notices electronically, you cannot open your account(s) or electronic service(s) via our website. You may open your account(s) at any of our branch locations. For a list of our branch locations, visit our website <https://www.nantucketbank.com>, or call us at 508.228.0580.

Scope of Consent: Your consent to receive notices and to do business electronically, and our agreement to do so, applies only to the services relating to any deposit or loan account(s) you maintain with us and designate for use with any electronic service, whether existing now or in the future. If any such deposit account is a joint deposit account, you agree that we may consider any notices as being given to all account owners when such notices is given to you in a manner contemplated by this consent.

Withdrawal of Consent: You may withdraw your consent to receive notices electronically by contacting us using the information at the end of this agreement. If you withdraw your consent, your electronic service(s) will be terminated, and you will receive future notices in paper form. Termination of this consent will not affect the legal validity and enforceability of any notices, electronic or otherwise, before the effective date of termination of this content.

Requesting Paper Copies: If you consent to receive the notices electronically, you can also request a paper copy of the notices by contacting us using the information at the end of this agreement. We will not charge you a fee for providing a paper copy of the notices.

System Requirements: To receive an electronic copy of the notices, you must have the following equipment and software:

— A personal computer or other access device which is capable of accessing the Internet (e.g. you must have a modem and available phone line, a cable Internet connection or some other means of access to the Internet), and you must have an active email account with an Internet service provider.

— An Internet web browser which is capable of supporting 128-bit SSL encrypted communications, which requires a current web browser version, such as Microsoft® Internet Explorer and your system must have 128-bit SSL encryption software. Your access to this page verifies that your browser and encryption software meet these requirements.

— Software which permits you to receive and access Portable Document Format or “PDF” files, such as Adobe Acrobat Reader®.

Receiving Electronic Notices: We will send notices to your e-mail or text address you designate, post notices on the Bank’s website or Online Banking Service with appropriate notices to you as permitted by applicable law. We will treat any notices we send to you electronically as if it were sent by U.S. mail, postage prepaid, and will consider any such notices received within three (3) business days of the date sent by us, even if you do not receive the email or access the Bank’s website during that time. You agree to notify us promptly if your mailing address, email address, text information or any other information changes by contacting us using the information at the end of this agreement.

Printing the Notices: To retain a copy of the notices, your system must have the ability to either download or print files. You must have a functioning printer connected to your personal computer or other access device, which is able to print notices on plain white 8 ½ x 11 inch paper.

Communications: To the extent permitted by applicable law, any communication you send to us will not be effective until we receive it and have had a reasonable opportunity to act on it. We recommend that you do not use e-mail or text to communicate confidential information since Internet or wireless transmission may not be secure. We therefore strongly suggest that you report all matters requiring immediate attention (e.g. reports of alleged unauthorized payments, errors or fraud) to us by contacting us using the information at the end of this agreement. We may require you to provide us with written confirmation regarding any such matter. You also agree that we may send you an electronic notice in response to any communication you send to us, regardless of whether your original communication to us was sent electronically.

ELECTRONIC FUNDS TRANSFER AGREEMENT YOUR RIGHTS AND RESPONSIBILITIES

This Electronic Funds Transfer Agreement, authorized and accepted by you when you opened your account as documented in the Important Account Information for Our Customers disclosure, sets forth your rights and responsibilities with regards to your use of electronic banking transactions, such as preauthorized credits or payments, telephone transfers, Online Banking Service, bill payment services, the use of a the Nantucket Bank, A Division of Blue Hills Bank’s ATM Card and Debit Card and any other electronic transactions. Please read the Electronic Funds Transfer section carefully because it tells you your rights and obligations for electronic transactions.

PERSONAL ACCOUNT FEE SCHEDULE

Please refer to our [Fee Schedule](#) for all fees and charges for our electronic banking services. Electronic transactions are subject to overdraft fees, if applicable. In addition to the fees set forth in our Fee Schedule, there may be other fees associated with performing certain transactions not owned or operated by us. These other fees are not assessed by us and will not be waived.

YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS FOLLOWS MASS LAW STATES YOU CANNOT LOSE MORE THAN \$50 IF YOU FAIL TO GIVE US NOTICE OF UNAUTHORIZED USE. NANTUCKET BANK, A DIVISION OF BLUE HILLS BANK ADHERES TO MASS LAW.

DEFINITIONS. The following definitions apply in this Agreement.

— “Account” means any account that you have with us for personal, family or household use such as checking, savings, money market, consumer loans, residential mortgage loans and/or personal lines of credit.

— “Account Access” means your ability to access account and transaction information for your accounts and transfer funds between eligible accounts through the Online Banking Service.

— “Account Agreement” means the agreements between you and us that governs the use of your account, including the Important Account Information for Our Customers disclosure which includes our funds availability agreement and electronic funds transfer agreement, line of credit agreements, Fee Schedule and any other agreement provided to you as a part of maintaining and using our account(s) and services.

— “Alerts” and “Notifications” are interchangeable terms to indicate a communication that you establish or the Bank transmits on your behalf.

— “Authorized User” refers to a person who is a primary owner or secondary owner (joint owner) of any account.

— “Business Day” means Monday through Friday; Saturdays, Sundays and holidays are excluded.

— “Credentials” refers to the confidential information you use to access your accounts electronically. These secret pieces of information may include an Access ID, Password, Site Key (picture) and phrase and/or secret questions and secret answers.

— “Cut-off time” refers to the time that transactions are effectively dated.

— “Electronic” means electrical, digital, magnetic, wireless, optical, or electromagnetic technology, or any other technology that entails similar capabilities.

— “eStatements” refers to our electronic statement delivery service. There are two unique services: (1) accessing eStatements directly in our Online Banking Service and using Online Banking Service’s credentials; (2) accessing eStatements via a secure Internet website at <https://www.nantucketbank.com> with unique credentials established by you. Both services are governed by the aforementioned Online Banking Agreement.

— “Mobile Banking Service” and “eMobilesm” refers to the mobile banking service offered through Online Banking. We only endorse access to your Online Banking using a mobile device when you enroll in eMobileSM. eMobileSM and Mobile Banking Services are used intermittently in this agreement to refer solely to the mobile banking service offered through Online Banking.

— “Online Banking” is the Internet-based service providing access to your account(s) under the terms set forth in this Online Banking Agreement.

— “Online Account” is the Nantucket Bank, A Division of Blue Hills Bank account from which you will be conducting transactions using the Service.

— “Password” is a series of numbers and/or letters that you select after the initial sign-on, which establishes your connection to the Service.

— “Payee” means a party to which you wish a bill payment to be directed.

— “Payment Instructions” means the information provided by you for a bill payment to be made to your Payee (e.g., Payee name, account number, payment date).

— “Personal Computer” means hardware, such as a desktop computer, your home computer, a personal computer, a public computer, a Macintosh computer, a mobile phone, a netbook or any similar type of device used to access your accounts at the

Bank. For your security, we do not recommend that you access our Online Services using a mobile phone or similar device, at this time.

— “Scheduled Payment Date” means the Business Day you designate for your bill payment to be made.

— “Site Key” refers to the personal picture and secret phrase you select as a method of ensuring you are always on our Internet site.

ACCESS METHODS. To access Online Services, e-Statements or any other Internet service, you will need personal computer connected to the Internet with a Bank certified browser that supports 128-bit encryption (for up-to-date lists of certified browsers please contact us). You will need an Access ID and a Password. With our Online Banking Service, you will also have a Site Key, as well as answers to secret questions selected by you to log into our services.

In using our services, you acknowledge that you will be sending financial and other data as well as electronic messages directly to and from the Bank through the Internet and any personal financial software (“PFM”) software that is licensed to you by Intuit® or any licensee. You agree that the Bank is not responsible for any security breaches of your personal computer, including the fraudulent retrieval of Online Banking Services, credentials obtained from viruses on your personal computer, the Internet or PFM software. If you are using a wireless Internet connection, you must have adequate security to prevent unauthorized retrieval of confidential Online Banking Service and/or e-Statement information.

USER CONFIDENTIALITY/SECURITY. The safety of our customers’ accounts and account information is of paramount importance to Nantucket Bank, A Division of Blue Hills Bank. We go through great lengths to protect confidentiality and the security of your account, and urge you to do the same. We identify users by their unique security credentials including Username, Password, answers to secret questions and registered computer identification. All transactions initiated with your security credentials are attributed to you. You agree not to give or make available your security credentials to any other individual, including anyone claiming to represent us. You agree to assume responsibility for all transactions initiated through the Online Banking Service with your Nantucket Bank, A Division of Blue Hills Bank credentials, up to the limits allowed by applicable law. While Nantucket Bank, A Division of Blue Hills Bank continues to provide our customers with the level of online security we believe necessary and appropriate, customers who share their credentials are giving up the full benefit of our security measures and legal protections to which they may be entitled. **No Nantucket Bank, A Division of Blue Hills Bank representative will ever call and ask for your Access ID or User Password.**

You are responsible for keeping your credentials and account data confidential. We are entitled to act on transaction instructions received using your credentials and you agree that the use of your credentials will have the same effect as your signature authorizing the transaction. If you authorize other persons to use your credentials in any manner, your authorization will be considered unlimited in amount and manner until you have notified us in writing at the address below, that you have revoked the authorization and changed your credentials and you are responsible for any transactions made by such persons until you notify us that transfers by that person are no longer authorized and we have reasonable opportunity to act upon the change of your credentials.

SUBSCRIPTION TO THE SERVICES. You authorize us to use third parties to provide the electronic services to you on our behalf.

YOU MUST HAVE A NANTUCKET BANK, A DIVISION OF BLUE HILLS BANK ACCOUNT. As an initial matter, you must have an account opened and in good standing with us to use our Online Banking Service, e-Statement service or any of our electronic services. You must be clearly authorized to access any account(s) associated with your Online Banking Service. This means that your name conspicuously appears in each associated account’s legal title, indicating your authority to deposit, withdraw, or exercise control over the funds in that are in the account. Authorized account(s) are those used for personal, family, or household purposes. Your Online Banking Service and any associated account will be governed by the agreements, disclosures, and other documents provided to you in connection with the opening of your account, as they may be amended from time to time. All applicable fees noted in the Fee Schedule, and, or this Agreement, shall apply. Governing rules as indicated in the Important Account Information for Our Customers, Fee Schedule and, specifically, Electronic Funds Transfer agreement (located in Important Account Information for Our Customers), apply and may be amended from time to time. If you have any questions about the information in these documents, please contact us via a means located at the end of this Agreement.

ONLINE BANKING SERVICE– FEATURES AND FUNCTIONALITY

A. Account Access: You may designate accounts for online access or viewing. These include your checking, statement savings, passbook savings, money market, CD, IRA and loan accounts. Your Bill Payment Account(s) may only be linked to checking accounts (personal accounts only, excluding money market checking accounts). When you access your account, you may obtain an account balance and summary information, available funds information, cleared transactions and ATM and POS transactions. The available funds information may include any overdraft protection you may have.

- Transfer funds from checking, statement savings or money market accounts to another checking statement savings or money market account with us.

- Make payments to loan accounts with us from your checking, statement savings or money market accounts
- Get information about your Nantucket Bank, A Division of Blue Hills Bank deposit or loan account for balance, activity and terms of individually linked accounts.

B. Transfers of Funds: In addition to viewing account information, you may use Online Banking to transfer money (does not apply to passbook savings account). Transfers from statement savings accounts or money market accounts to another account or to third parties by preauthorized, automatic, telephone, facsimile, or computerized transfer are limited to six per monthly statement cycle. Continued transfers/withdrawals exceeding these numbers will result in the permanent restriction of these transfers. (For Retirement money market accounts, you are not allowed any checks or drafts to third parties.)

You may make a one-time Account Transfers or schedule future or recurring Account Transfers. You may use Account Transfer to move funds among your Bank's checking accounts, statement savings accounts and money market accounts. You may also transfer from your Bank's checking, statement savings and money market account to make loan payments.

C. Bill Payment Services ("eBillPay"): eBillPay is a service that allows you to set –up billers to make one-time and recurring bill payments. In addition, if the biller offers the service, you are able to have the bill sent directly to the eBillPay site. This makes paying your bills easier, as you have your bills and payment tools at your fingertips. Please see Addenda A for the complete Terms and Conditions of The Bill Payment Service.

D. eStatements: When you subscribe to eStatements, you affirmatively consent that you can access, receive, and retain periodic account disclosures, such as monthly statements and change-in-terms notices, regarding any account, whether existing now or in the future, in the formats we may use. You affirmatively consent to the receipt of such disclosures electronically and discontinuance of paper statements, notices and disclosures.

1. We may send email communications to your email address as recorded to notify you of your statement availability. Regardless of receipt of such a notice, you acknowledge that you are responsible for retrieving your statement on a periodic basis, as you must notify us of any discrepancies within sixty days from your statement date.

2. You may cancel the service by notifying us. It may take a full statement cycle to complete your request, so we suggest that you do not close your service until you receive a paper statement.

3. We recommend that you download or print your statements for future reference.

E. Electronic Alerts ("eAlerts"): We provide automatic and voluntary alerts. We strongly recommend that you do not suppress these alerts as some are intended to provide added security to your service.

1. Automatic eAlerts are sent to you following certain changes made online to our Online Banking Service, such as a change in your email address or login credentials. You do not need to activate these alerts.

2. Voluntary eAlerts must be activated by you. eAlerts allow you to choose alert messages for your accounts. Bill Pay Service eAlerts can be established by you. Account balance or payment due date are examples of eAlerts that can be set-up.

3. Because alerts are not encrypted, we will never include your identifying information such as Access ID or account number. Likewise, we will never ask you to provide this type of information via an email or text. However, eAlerts may include your name and some information about your accounts. Anyone with access to your email or text may be able to view the contents of these alerts.

4. eAlerts will be sent to the address, email or text, you have provided as your primary address. If your address changes, you are solely responsible for notifying us of that change. We are not responsible for an alert not being delivered if you have not notified us of an address change or given us reasonable time to act on such a request. You understand and agree that your alerts may be delayed or prevented by a variety of factors. We do the best to provide alerts in a timely manner with accurate information. We neither guarantee the delivery nor the accuracy of the contents of any alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any eAlert; for any errors in the content of an eAlert or for any actions taken or not taken by you or any third party in reliance of an eAlert.

F. Stop Payment Instructions: Except for those electronic instructions, which are completed immediately, you may cancel or change a Bill Payment using Online Banking Service, providing that your original instruction has not be acted upon by us. We may not have a reasonable opportunity to act on any stop payment or cancel instruction on or after the Business Day for which the transaction is scheduled to be initiated. Stop payment instructions sent after normal Business hours or on non-Business days will not be executed until the next Business Day or until we have had reasonable time to act on your instruction. In addition, if the item has already been debited from your account, we will not be able to place a stop payment on the account. . Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so if we do not receive your request in a timely manner. Stop payment orders on checks (Bill Pay payments may or may not be a paper check, contact the Bank to determine stop payment eligibility) whether oral, written, or electronic, will be in effect for a period of six months. Electronic Funds Transfer via ACH

(Automatic Clearing House) will be in effect until you rescind the stop payment order. You must confirm any oral stop payment order in writing within 14 days after your initial inquiry. If we do not receive your written request, your stop payment will be considered invalid. For check stop payment, after six months, any stop payment order will terminate and must be renewed in order to continue in effect. The Bank may pay any check that is presented following the lapse of any stop payment order.

G. Cut-off Times: Cut-off times may vary by our Online Banking Service. All cut-off times listed below are in Eastern Standard Time and refer to business days unless otherwise indicated.

Online Banking Account Transfer (transfers occur in real-time; however, transfers made after the cut-off time and on Sunday may not reflect in your account immediately)

Monday – Friday 7:00am -11:00pm

Saturday 7:00am – 8:00pm

Online Banking Bill Pay Service – 10pm

Expedited Payments – 4pm

Mobile Check Deposit – 8pm

H. SecureForms: You may use SecureForms to execute specific requests directly to the bank. These forms are secure and your privacy is highly regarded. SecureForms are acted upon as we receive them, throughout our normal banking day. If we receive a SecureForm after 4pm, we will execute your request on the next banking day. Once we receive a request, we will contact you to verify the information. If your inquiry requires an immediate response, please contact the Bank directly via phone.

I. SecureMail: When you email using the SecureMail service through Online Banking, you are sending a secure message directly to the Bank. The information is encrypted and therefore you are able to send private information, as only authorized Bank personnel can read and respond to your email. SecureMail is supported during normal banking hours. Our service commitment to respond to your inquiry is no greater than four hours. If your inquiry requires an immediate response, please contact the Bank directly via phone.

J. Mobile Banking Service (“eMobilesm”): eMobilesm can be accessed through the Options tab in Online Banking. You are responsible for the use of this service, not limited to the phones enrolled or your use of the service on your device. See Addendum B.

New Services: You may be notified of new services being introduced for Online Banking from time to time. By using these services when they become available, you agree to be bound by the terms and conditions that will be made available to you concerning these services.

INSUFFICIENT FUNDS. If you have instructed us to make a payment for which there are insufficient available funds in your selected account on the date the payment scheduled for payment, the payment may or may not be made. In either instance, you are responsible repayment of funds that may have created a negative account balance as we paid your biller in earnest.

It is your responsibility to contact us to resolve the matter. When your account is blocked, no electronic payments through the Bill Pay Service will be made.

If the matter is resolved to our satisfaction, we may reinstate the service. Once the Bill Pay Service is reactivated, you will have to reschedule payments. We will not be liable for any payments that are not executed due to your selected Bill Payment Service Account having insufficient funds. If a payment is made even though sufficient funds were not available in your Bill Payment Account and we are unable to recover the amount of the payment by debit to the Payee or by charging your Bill Payment Account, you agree to repay the funds owed immediately upon demand. In all cases, you are responsible for making alternate arrangements for the payment or to reschedule the payment through the Bill Payment Service.

For all Online Banking Services, such suspension and/or reinstatement decisions remain our sole discretion.

TERMINATION. Unless otherwise required by applicable law, we may terminate this Agreement for any reason in our sole discretion without prior notice. You also have the right to terminate the services provided under this Agreement by calling or writing to us at the telephone number or address set forth below. If you call, we may require you to put your request in writing and send it to us within ten Business Days after you call. However, termination of this Agreement will be effective the day you call.

Since termination requests take up to 30 days to process, you should cancel all outstanding payment or transfer orders in addition to notifying us of your desire to terminate the service. We will not be liable for payments or transfers not canceled, or payments or transfers made due to lack of proper notification by you of service termination.

If you do not access our Online Banking Service, sign on to the Online Banking Service or have any transaction scheduled through Online Banking Service during any consecutive 90 day period we may cancel your Online Banking Service and require you to reapply through our online registration process. If you do not pay at least one bill during any consecutive 90 day period we may cancel your Bill Payment Service and require you to reapply through our online registration process.

OUR LIABILITY. We will process and complete all Online Banking Services which comply with the terms of this Agreement. If we do not complete such a transaction, we will be liable for any losses or direct damages you may suffer. In no event shall we be liable for any indirect, special, incidental or consequential damages. In addition, we shall incur no liability if we are unable to complete any transaction initiated by you or on your behalf because of the existence of one or more of the following circumstances:

1. A. Through no fault of ours, your Account, and any overdraft account if applicable, does not contain sufficient available funds to complete the payment. Transactions are based on available funds in accordance with our Funds Availability schedule found in the document titled *Important Information for Our Customers*, which you received when you opened your account(s).
2. Online Banking Services, your communication line, your access device (laptop, personal computer, mobile, tablet, etc), or modem was not functioning properly and you knew about the malfunction or were advised of it by us when you started the transaction.
3. The Payee mishandles or delays crediting or accounting for a payment properly sent by us.
4. You did not properly initiate a transaction or provide us with the correct names and account information for those Payees to which you wish to direct payment.
5. Circumstances beyond our control (such as, but not limited to, fire, power outage, equipment or technical breakdown, delays in the mail delivery, flood, or other outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances.
6. You instruct us to make a type of payment, such as tax payment or court-ordered payment.
7. The funds are subject to legal process or other hold or encumbrance restricting such transfer.
8. Your subscription to our Online Banking Service, e-Statements, your account(s), your Non-bank Account or PFM service has been terminated for any reason.
9. For any other failure or error, unless such failure or error was the result of the Bank's gross negligence.
10. You knowingly accessed our Online Banking Service or e-Statements without the protection and pro-active use of industry accepted and up-to-date security methods, such as anti-virus software or firewalls, to safely store and keep your confidential information.
11. You used unsupported browsers, a mobile phone or unprotected Internet connection, such as wireless Internet access, to view our Online Banking Services or e-Statement.
12. We have reason to believe that transactions are being transacted with or without your actual knowledge that do not conform to our operating standards.

There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.

If any of the circumstances listed above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

LIMITATION OF LIABILITY. Disclaimer of Liability: You are responsible for the correct setup and installation of software required to access the Internet. We are not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet Service Provider providing your connection to the Internet or caused by any browser software. Neither the Bank nor any of the Bank's service providers are liable for damages (whether direct, indirect, special or consequential or otherwise), including economic, property, personal or other loss or injury, whether caused by hardware or software or system-wide failure, arising out of your use of the Online Banking Service, or from the installation, use or maintenance of the equipment, software or other items necessary to operate the Online Banking Service.

Disclaimer of Warranties:

1. Warranties of Merchantability and Fitness. **NEITHER THE BANK NOR ANY SOFTWARE SUPPLIER OR INFORMATION PROVIDER, MAKES ANY WARRANTY, EXPRESSED OR IMPLIED, TO YOU CONCERNING THE ONLINE BANKING SERVICE INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.**
2. Computer Related Warranties. Neither the Bank nor any software supplier or information provider is liable for any computer virus or software related problems which may be attributable to the services provided in connection with the Online Banking Service.

FRAUD PREVENTION

In order to protect yourself against fraud, you need to adhere to the following guidelines:

1. Do not give out your account information, Access ID(s), Password(s), Site Key (picture) and secret phrase, secret questions, answers to your secret questions, PFM Password, and/or Social Security Number to anyone. Employees will never ask you for your Access ID(s), Password(s), Site Key (picture) and secret phrase, secret questions and/or answers to your secret questions. Our employees do not need this information to assist you.
2. Do not leave your personal computer unattended while you are using our Online Banking Service or e-Statements. And, when you logoff, make sure to completely close your browser.
3. Never leave your account information within range of others.
4. Do not send privileged account information (account number, Access ID, Password, Site Key (picture) and secret phrase, secret questions, answers to secret questions, PFM Password, Social Security Number, etc.) via e-mail or text.
5. We require that you use and regularly update industry accepted security tools, such as anti-virus software and firewalls, on your personal computer. We will not be liable for any losses due to your negligence from not using updated and regulated anti-virus software, firewalls and the like.
6. Do not respond to emails with hyperlinks or emails suggesting that they are being sent from Nantucket Bank, A Division of Blue Hills Bank. If there are hyperlinks, open your Internet browser and type in your recognized and secure website, <https://www.nantucketbank.com>.
7. We strongly do not recommend the use of bookmarking websites. Many Internet browsers do not have security protocols that prevent unauthorized access to these bookmarking services. You should always access eStatements or Online Banking via <https://www.nantucketbank.com>.
8. **Contact us immediately if you are concerned about information you receive from us or have general concerns about the validity of your security.**

UNAUTHORIZED USE: Notify us AT ONCE if you believe that your Access ID, Password, Site Key (picture) and secret phrase, secret questions' answers, or PFM secret Password has been lost, stolen or otherwise compromised. As a preliminary step, you should also immediately change your Password, Site Key (picture) and secret phrase, and/or secret question if you know these have been compromised.

Telephoning is the best way of minimizing your possible losses. If you think your Access ID, Password, Site Key (picture) and secret phrase, secret questions' answers and/or PFM secret Password has been lost, stolen or used without your permission, contact us immediately using one of the means noted at the end of this Agreement. In addition, if you give your Access ID, Password, Site Key (picture) and secret phrase, secret questions' answers or PFM secret Password to any other person, you will be deemed to have authorized that person to access any and all accounts noted in Online Banking Services or e-Statements.

If you tell us within two (2) Business Days after you discover your password or other means to access your account has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If your monthly financial institution statement contains transfers that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may extend the period.

ELECTRONIC NOTICE: E-MAIL AND TEXT MESSAGING: To the extent permitted by applicable law, any e-mail or text you send us will not be effective until we receive it and have had a reasonable opportunity to act on it. We therefore strongly suggest that you report all matters requiring immediate attention (for example, reports of alleged unauthorized payments or errors or requests for stop payments) to us by contacting us via a means noted at the end of this Agreement. We may, however, require you to provide us with confirmation of any oral or electronic stop payment request or notice of alleged error. You also agree that we may send you an electronic notice in response to any communication you send to us, regardless of whether your original communication to us was an e-mail or text.

E-mail and text transactions are not secure. Thus, we request that you do not send us or ask for sensitive information such as account numbers, Access IDs, secret Passwords, Social Security Numbers, account information, etc. via e-mail or text.

EQUIPMENT: We are not responsible for any loss, damage or injury resulting from (i) an interruption in your electrical power, Internet service or phone service; (ii) the disconnection of your phone service by your provider or deficiencies in the quality of your phone service; or (iii) any defect or malfunction of your personal computer.

SUSPENSION: In the event of repeated failed payments or transfers; we reserve the right to suspend your subscription to our Online Banking Service. This suspension may be without prior notice to you. If your subscription is suspended, transactions, which were previously recurring and/or scheduled, will be canceled. In the event your subscription is suspended, we will notify you at your last noted address, and all inquiries or correspondence relating thereto, including requests for reinstatement, should be directed to the Bank.

AMENDMENTS TO TERMS AND CONDITIONS: We may amend or change this Agreement at any time. If the change adversely affects you, we will give you notice prior to the effective date of the amendment to the extent required by applicable law. Such notification may be by U.S. Mail, e-mail or text to your address, as it appears on our records, and you will be deemed to have received such communication three business days after it is sent.

ADDRESS CHANGES: We may rely on your address, including, without limitation, your e-mail address, as it appears on our records for any and all communications we send to you unless and until you notify us in writing at the address set forth below and we have had a reasonable opportunity to act on such notice.

EVIDENCE: Any documentation provided to you that indicate that an electronic fund transfer was made to another person shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

GOVERNING LAW, LITIGATION: This Agreement has been delivered to us and accepted by us in the Commonwealth of Massachusetts. Any action or suite brought in connection with this Agreement or the transactions contemplated herein may be brought in a court in Suffolk or Norfolk County, Massachusetts, the parties hereto irrevocably submitting and consenting to the non-exclusive jurisdiction of each thereof, and each party irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. **This Agreement is governed by the laws of the Commonwealth of Massachusetts and applicable federal laws. In the event of any conflict between these provisions and any applicable law or regulation, these provisions all be deemed modified to the extent, and only to the extent, required to comply with such law or regulation.** IN THE EVENT OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, IN EACH CASE WHETHER NOW OR EXISTING HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE, YOU AND WE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ALL RIGHTS TO A TRIAL BY JURY AND AGREE THAT YOU OR WE MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE FOREGOING WAIVER.

Nantucket Bank, A Division of Blue Hills Bank
104 Pleasant St
Nantucket MA, 02554

Online Banking Agreement Addendums

Addendums for the Terms and Conditions of the Bill Payment Service (eBillPay with Popmoney) and Mobile Banking Terms and Conditions (eMobile) are a part of the Online Banking Agreement.

Member FDIC

Member DIF

ADDENDA A: eBillPay with Popmoney Payments Service and Account-to-Account Transfers Service

TERMS OF SERVICE

GENERAL TERMS FOR EACH SERVICE

1. Introduction. This Terms of Service document (hereinafter "Agreement") is a contract between you and Nantucket Bank, a Division of Blue Hills Bank (hereinafter "we" or "us") in connection with each service that is described in the rest of this Agreement that applies to services you use from us, as applicable (each, a "Service") offered through our online banking site or mobile applications (the "Site"). The Agreement consists of these General Terms for Each Service (referred to as "General Terms"), and each set of Terms that follows after the General Terms that applies to the specific Service you are using from us. This Agreement applies to your use of the Service and the portion of the Site through which the Service is offered.

2. Service Providers. We are offering you the Service through one or more Service Providers that we have engaged to render some or all of the Service to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Service to you, we are the sole party liable to you for any payments or transfers conducted using the Service and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Service. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us. Service Provider and certain other capitalized terms are defined in a "Definitions" Section at the end of the General Terms of this Agreement. Other defined terms are also present at the end of each set of Terms that follows after the General Terms, as applicable.

3. Amendments. We may amend this Agreement and any applicable fees and charges for the Service at any time by posting a revised version on the Site. The revised version will be effective at the time it is posted unless a delayed effective date is expressly

stated in the revision. Any use of the Service after a notice of change or after the posting of a revised version of this Agreement on the Site will constitute your agreement to such changes and revised versions. Further, we may, from time to time, revise, update, upgrade or enhance the Service and/or related applications or material, which may render all such prior versions obsolete. Consequently, we reserve the right to terminate this Agreement as to all such prior versions of the Service, and/or related applications and material, and limit access to only the Service's more recent revisions, updates, upgrades or enhancements.

4. Our Relationship With You. We are an independent contractor for all purposes, except that we act as your agent with respect to the custody of your funds for the Service. We do not have control of, or liability for, any products or services that are paid for with our Service. We also do not guarantee the identity of any user of the Service (including but not limited to recipients to whom you send payments).

5. Assignment. You may not transfer or assign any rights or obligations you have under this Agreement without our prior written consent, which we may withhold in our sole discretion. We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

6. Notices to Us Regarding the Service. Except as otherwise stated below, notice to us concerning the Site or the Service must be sent by postal mail to: 1196 River Street, Hyde Park, MA 02136. We may also be reached at 855.735.8012 for questions and other purposes concerning the Service. We will act on your telephone calls as described below in Section 22 of the General Terms (Errors, Questions, and Complaints), but otherwise, such telephone calls will not constitute legal notices under this Agreement.

7. Notices to You. You agree that we may provide notice to you by posting it on the Site, sending you an in-product message within the Service, emailing it to an email address that you have provided us, mailing it to any postal address that you have provided us, or by sending it as a text message to any mobile phone number that you have provided us, including but not limited to the mobile phone number that you have listed in your Service setup or customer profile. For example, users of the Service may receive certain notices (such as notices of processed Payment Instructions, alerts for validation and notices of receipt of payments) as text messages on their mobile phones. All notices by any of these methods shall be deemed received by you no later than twenty-four (24) hours after they are sent or posted, except for notice by postal mail, which shall be deemed received by you no later than three (3) Business Days after it is mailed. You may request a paper copy of any legally required disclosures and you may terminate your consent to receive required disclosures through electronic communications by contacting us as described in Section 6 of the General Terms above. We reserve the right to charge you a reasonable fee not to exceed twenty dollars (\$20.00) to respond to each such request. We reserve the right to terminate your use of the Service if you withdraw your consent to receive electronic communications.

8. Text Messages, Calls and/or Emails to You. By providing us with a telephone number (including a wireless/cellular, mobile telephone number and/or email address), you consent to receiving calls from us and our Service Providers at that number INCLUDING THOSE MADE BY USE OF AN AUTOMATIC TELEPHONE DIALING SYSTEM ("ATDS"), and/or emails from us for our everyday business purposes (including identify verification). You acknowledge and agree that such telephone calls include, but are not limited to, live telephone calls, prerecorded or artificial voice message calls, text messages, and calls made by an ATDS from us or our affiliates and agents. Please review our Privacy Policy for more information.

9. Receipts and Transaction History. You may view your transaction history by logging into the Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.

10. Your Privacy. Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

11. Privacy of Others. If you receive information about another person through the Service, you agree to keep the information confidential and only use it in connection with the Service.

12. Eligibility. The Service is offered only to individual residents of the United States who can form legally binding contracts under applicable law. Without limiting the foregoing, the Service is not offered to minors unless the minor is using an Eligible Transaction Account in the name of the minor with a parent or guardian as a co-signor or guarantor. By using the Service, you represent that you meet these requirements and that you agree to be bound by this Agreement.

13. Prohibited Payments. The following types of payments are prohibited through the Service, and we have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:

- a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States); and
- b. Payments that violate any law, statute, ordinance or regulation; and
- c. Payments that violate the Acceptable Use terms in Section 14 of the General Terms below; and
- d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10)

goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction; and

e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes; and

f. Payments relating to transactions that (1) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges, or check cashing, or (6) provide credit repair or debt settlement services; and

g. Tax payments and court ordered payments.

In addition to the above-referenced prohibited payments, we may also block and/or reverse payments that involve donations or payments to an unauthorized charity or non-profit organization, unless we have performed appropriate due diligence on and investigation of such charity or non-profit organization and have determined its legitimacy, in our sole discretion. Except as required by applicable law, in no event shall we or our Service Providers be liable for any claims or damages resulting from your scheduling of prohibited payments. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

14. Acceptable Use. You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service, regardless of the purpose of the use, and for all communications you send through the Service. We and our Service Providers have the right but not the obligation to monitor and remove communications content that we find in our sole discretion to be objectionable in any way. In addition, you are prohibited from using the Service for communications or activities that: (a) violate any law, statute, ordinance or regulation; (b) promote hate, violence, racial intolerance, or the financial exploitation of a crime; (c) defame, abuse, harass or threaten others; (d) include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (e) infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction; (f) impose an unreasonable or disproportionately large load on our infrastructure; (g) facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; (h) constitute use of any robot, spider, other automatic device, or manual process to monitor or copy the Service or the portion of the Site through which the Service is offered without our prior written permission; (i) constitute use of any device, software or routine to bypass technology protecting the Site or Service, or interfere or attempt to interfere, with the Site or the Service; or (j) may cause us or our Service Providers to lose any of the services from our internet service providers, payment processors, or other vendors. We encourage you to provide notice to us by the methods described in Section 6 of the General Terms above of any violations of the General Terms or the Agreement generally.

15. Payment Methods and Amounts. There are limits on the amount of money you can send or receive through our Service. Your limits may be adjusted from time-to-time at our sole discretion. You may log in to the Site to view your individual transaction limits. We or our Service Provider also reserve the right to select the method in which to remit funds on your behalf through the Service, and in the event that your Eligible Transaction Account is closed or otherwise unavailable to us the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit, a paper check drawn on the account of our Service Provider, or draft drawn against your account.

16. Your Liability for Unauthorized Transfers. Immediately following your discovery of an unauthorized Payment Instruction, you shall communicate with customer care for the Service in the manner set forth in Section 6 of the General Terms above. You acknowledge and agree that time is of the essence in such situations. If you tell us within two (2) Business Days after you discover your password or other means to access your account through which you access the Service has been lost or stolen, your liability is no more than \$50.00 should someone access your account without your permission. If you do not tell us within two (2) Business Days after you learn of such loss or theft, and we can prove that we could have prevented the unauthorized use of your password or other means to access your account if you had told us, you could be liable for as much as \$500.00. If your monthly financial institution statement contains payments that you did not authorize, you must tell us at once. If you do not tell us within sixty (60) days after the statement was sent to you, you may lose any amount transferred without your authorization after the sixty (60) days if we can prove that we could have stopped someone from taking the money had you told us in time. If a good reason (such as a long trip or a hospital stay) prevented you from telling us, we may in our sole discretion extend the period.

Massachusetts Customers: Your liability for unauthorized transactions follows Massachusetts Law which states you cannot lose more than \$50 if you fail to give us notice of unauthorized use.

17. Taxes. It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.

18. Failed or Returned Payment Instructions. In using the Service, you are requesting that we or our Service Provider attempt to make payments for you from your Eligible Transaction Account. If the Payment Instruction cannot be completed for any reason associated with your Eligible Transaction Account (for example, there are insufficient funds in your Eligible Transaction Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment), the Payment Instruction may or may not be completed. In certain circumstances, our Service Provider may either advance funds drawn on their corporate account or via an electronic debit, and in such circumstances will attempt to debit the Eligible Transaction Account a second time to complete the Payment Instruction. In some instances, you will receive a return notice from us or our Service Provider. In each such case, you agree that:

- a. You will reimburse our Service Provider immediately upon demand the amount of the Payment Instruction if the payment has been delivered but there are insufficient funds in, or insufficient overdraft credits associated with, your Eligible Transaction Account to allow the debit processing to be completed;
- b. You may be assessed a late fee equal to one and a half percent (1.5%) of any unpaid amounts plus costs of collection by our Service Provider or their third-party contractor if the Payment Instruction cannot be debited because you have insufficient funds in your Eligible Transaction Account, or the transaction would exceed the credit or overdraft protection limit of your Eligible Transaction Account, to cover the payment, or if the funds cannot otherwise be collected from you. The aforesaid amounts will be charged in addition to any NSF charges that may be assessed by us, as set forth in your fee schedule from us (including as disclosed on the Site) or your account agreement with us. You hereby authorize us and our Service Provider to deduct all of these amounts from your designated Eligible Transaction Account, including by ACH debit;
- c. Service Provider is authorized to report the facts concerning the return to any credit reporting agency.

19. Address or Banking Changes. It is your sole responsibility and you agree to ensure that the contact information in your user profile is current and accurate. This includes, but is not limited to, name, physical address, phone numbers and email addresses. Depending on the Service, changes may be able to be made within the user interface of the Service or by contacting customer care for the Service as set forth in Section 6 of the General Terms above. We are not responsible for any payment processing errors or fees incurred if you do not provide accurate Eligible Transaction Account, Payment Instructions or contact information.

20. Information Authorization. Your enrollment in the applicable Service may not be fulfilled if we cannot verify your identity or other necessary information. Through your enrollment in or use of each Service, you agree that we reserve the right to request a review of your credit rating at our own expense through an authorized bureau. In addition, and in accordance with our Privacy Policy, you agree that we reserve the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Eligible Transaction Account. You further understand and agree that we reserve the right to use personal information about you for our and our Service Providers' everyday business purposes, such as to maintain your ability to access the Service, to authenticate you when you log in, to send you information about the Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Service and the content and layout of the Site. Additionally, we and our Service Providers may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. We and our Service Providers shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition we and our Service Providers may use, store and disclose such information acquired in connection with the Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Service.

21. Service Termination, Cancellation, or Suspension. If you wish to cancel the Service, you may contact us as set forth in Section 6 of the General Terms above. Any payment(s) that have begun processing before the requested cancellation date will be processed by us. You agree that we may terminate or suspend your use of the Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.

22. Errors, Questions, and Complaints.

- a. In case of errors or questions about your transactions, you should as soon as possible contact us as set forth in Section 6 of the General Terms above.
- b. If you think your periodic statement for your account is incorrect or you need more information about a transaction listed in the periodic statement for your account, we must hear from you no later than sixty (60) days after we send you the applicable periodic statement for your account that identifies the error. You must:
 1. Tell us your name;
 2. Describe the error or the transaction in question, and explain as clearly as possible why you believe it is an error or why you need more information; and,
 3. Tell us the dollar amount of the suspected error.
- c. If you tell us orally, we may require that you send your complaint in writing within ten (10) Business Days after your oral notification. Except as described below, we will determine whether an error occurred within ten (10) Business Days after

you notify us of the error. We will tell you the results of our investigation within three (3) Business Days after we complete our investigation of the error, and will correct any error promptly. However, if we require more time to confirm the nature of your complaint or question, we reserve the right to take up to forty-five (45) days to complete our investigation. If we decide to do this, we will provisionally credit your Eligible Transaction Account within ten (10) Business Days for the amount you think is in error. If we ask you to submit your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your Eligible Transaction Account. We will mail you a written explanation within three (3) Business Days after completion of our investigation. You may ask for copies of documents used in our investigation. We may revoke any provisional credit provided to you if we find an error did not occur.

23. Intellectual Property. All other marks and logos related to the Service are either trademarks or registered trademarks of us or our licensors. In addition, all page headers, custom graphics, button icons, and scripts are our service marks, trademarks, and/or trade dress or those of our licensors. You may not copy, imitate, or use any of the above without our prior written consent, which we may withhold in our sole discretion, and you may not use them in a manner that is disparaging to us or the Service or display them in any manner that implies our sponsorship or endorsement. All right, title and interest in and to the Service, the portion of the Site through which the Service is offered, the technology related to the Site and Service, and any and all technology and any content created or derived from any of the foregoing, is our exclusive property or that of our licensors. Moreover, any suggestions, ideas, notes, drawings, concepts, or other information you may send to us through or regarding the Site or Service shall be considered an uncompensated contribution of intellectual property to us and our licensors, shall also be deemed our and our licensors' exclusive intellectual property, and shall not be subject to any obligation of confidentiality on our part. By submitting any such materials to us, you automatically grant (or warrant that the owner of such materials has expressly granted) to us and our licensors a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology now known or later developed, and you warrant that all so-called "moral rights" in those materials have been waived, and you warrant that you have the right to make these warranties and transfers of rights.

24. Links and Frames. Links to other sites may be provided on the portion of the Site through which the Service is offered for your convenience. By providing these links, we are not endorsing, sponsoring or recommending such sites or the materials disseminated by or services provided by them, and are not responsible for the materials, services or other situations at or related to or from any other site, and make no representations concerning the content of sites listed in any of the Service web pages. Consequently, we cannot be held responsible for the accuracy, relevancy, copyright compliance, legality or decency of material contained in sites listed in any search results or otherwise linked to the Site. For example, if you "click" on a banner advertisement or a search result, your "click" may take you off the Site. This may include links from advertisers, sponsors, and content partners that may use our logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that we do not control. You may link to the home page of our Site. However, you may not link to other pages of our Site without our express written permission. You also may not "frame" material on our Site without our express written permission. We reserve the right to disable links from any third party sites to the Site.

25. Password and Security. If you are issued or create any password or other credentials to access the Service or the portion of the Site through which the Service is offered, you agree not to give or make available your password or credentials to any unauthorized individuals, and you agree to be responsible for all actions taken by anyone to whom you have provided such credentials. If you believe that your credentials have been lost or stolen or that someone may attempt to use them to access the Site or Service without your consent, you must inform us at once at the telephone number provided in Section 6 of the General Terms above. See also Section 16 of the General Terms above regarding how the timeliness of your notice impacts your liability for unauthorized transfers.

26. Remedies. If we have reason to believe that you have engaged in any of the prohibited or unauthorized activities described in this Agreement or have otherwise breached your obligations under this Agreement, we may terminate, suspend or limit your access to or use of the Site or the Service; notify law enforcement, regulatory authorities, impacted third parties, and others as we deem appropriate; refuse to provide our services to you in the future; and/or take legal action against you. In addition, we, in our sole discretion, reserve the right to terminate this Agreement, access to the Site and/or use of the Service for any reason or no reason and at any time. The remedies contained in this Section 26 of the General Terms are cumulative and are in addition to the other rights and remedies available to us under this Agreement, by law or otherwise.

27. Disputes. In the event of a dispute regarding the Service, you and we agree to resolve the dispute by looking to this Agreement.

28. Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through Judicial Arbitration and Mediation Services ("JAMS"), the American Arbitration Association ("AAA"), or an established alternative dispute resolution (ADR) administrator mutually agreed upon by the parties. The parties agree that the following rules shall apply: (a) the arbitration may be conducted telephonically, online and/or be solely based on written submissions, at the election of the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties, their representatives or witnesses unless otherwise mutually agreed by the parties; (c) discovery shall not be permitted; (d) the matter shall be submitted for decision within ninety (90) days of initiation of arbitration, unless otherwise agreed by the parties, and the arbitrator must render a decision within thirty (30) days of submission; and (e) any award in such arbitration shall be final and binding upon the parties and may be submitted to any court of competent jurisdiction for confirmation. The parties acknowledge that remedies available under federal, state and local laws remain available through arbitration. NO CLASS ACTION, OTHER REPRESENTATIVE ACTION, OR PRIVATE

ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

29. Law and Forum for Disputes. Unless our account agreement with you states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which you reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect. Unless our account agreement with you states otherwise, you agree that any claim or dispute you may have against us (other than those which are arbitrated under Section 28 of the General Terms above) must be resolved by a court located in the county in which you reside. You agree to submit to the personal jurisdiction of such courts for the purpose of litigating all claims or disputes unless said claim is submitted to arbitration under Section 28 of the General Terms of this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

30. Indemnification. You agree to defend, indemnify and hold harmless us and our Affiliates and Service Providers and their Affiliates and the employees and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Site or the applicable Service.

31. Release. You release us and our Affiliates and Service Providers and the employees and contractors of each of these, from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with any dispute that may arise between you or one or more other users of the Site or the applicable Service. In addition, if applicable to you, you waive California Civil Code §1542, which states that a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor.

32. No Waiver. We shall not be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by one of our authorized representatives. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

33. Exclusions of Warranties. THE SITE AND SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF OUR SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU. THIS PARAGRAPH GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

34. Limitation of Liability. THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR THE SERVICE AND THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICE OR THE PORTION OF THE SITE THROUGH WHICH THE SERVICE IS OFFERED THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING AS DESCRIBED IN SECTIONS 28 AND 29 OF THE GENERAL TERMS ABOVE WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

35. Complete Agreement, Severability, Captions, and Survival. You agree that this Agreement is the complete and exclusive statement of the agreement between us, sets forth the entire understanding between us and you with respect to the Service and the

portion of the Site through which the Service is offered and supersedes any proposal or prior agreement, oral or written, and any other communications between us. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. The captions of Sections in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. Sections 2, 5-7, 11, 17, 18, 23, and 26-35 of the General Terms, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If there is a conflict between the terms of this Agreement and something stated by an employee or contractor of ours (including but not limited to its customer care personnel), the terms of the Agreement will prevail.

36. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make ONLY in the following situations:

1. Where it is necessary for completing transactions;
2. Where it is necessary for activating additional services;
3. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
4. To a consumer reporting agency for research purposes only;
5. In order to comply with a governmental agency or court orders; or,
6. If you give us your written permission.

37. Definitions.

- a. "ACH Network" means the funds transfer system, governed by the NACHA Rules, that provides funds transfer services to participating financial institutions.
- b. "Affiliates" are companies related by common ownership or control.
- c. "Business Day" is every Monday through Friday, excluding Federal Reserve holidays or other days that banks are legally closed.
- d. "Eligible Transaction Account" is a transaction account from which your payments will be debited, your Service fees, if any, will be automatically debited, or to which payments and credits to you will be credited, that is eligible for the Service. Depending on the Service, an Eligible Transaction Account may include a checking, money market or other direct deposit account, credit card account, or debit card account, including any required routing information.
- e. "Payment Instruction" is the information provided for a payment to be made under the applicable Service, which may be further defined and described below in connection with a specific Service.
- f. "Payment Network" means a debit or credit network (such as the ACH Network or ACCEL / Exchange payment network) through which funds may be transferred.
- g. "Service Provider" means companies that we have engaged (and their Affiliates) to render some or all of the Service to you on our behalf.

ACCOUNT TO ACCOUNT TRANSFERS ADDITIONAL TERMS

1. Description of Service, Authorization and Processing.

- a. The term "Transfer Money Terms" means these Account to Account Transfers Additional Terms. The Account to Account transfer service (for purposes of these Transfer Money Terms, and the General Terms as they apply to these Transfer Money Terms, the "Service") enables you to transfer funds between your Account(s) that you maintain with us on the one hand, and your Account(s) that are maintained by other financial institutions, on the other hand. You represent and warrant that you are either the sole owner or a joint owner of the Eligible Transaction Account and the External Account and that you have all necessary legal right, power and authority to transfer funds between the Eligible Transaction Account and the External Account. If you are a joint owner of the Eligible Transaction Account, External Account, or both, then you represent and warrant that (i) you have been authorized by all of the other joint owners to operate such Accounts without their consent (including without limitation to withdraw or deposit any amount of funds to such Accounts or to even withdraw all funds from such Accounts); and (ii) we may act on your instructions regarding such Accounts without liability to such other joint owners. Further, you represent and warrant that the External Account is located in the United States.
- b. When we receive a Transfer Instruction from you, you authorize us to (i) debit your Eligible Transaction Account and remit funds on your behalf to the External Account designated by you and to debit your applicable Account as described

below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges); or, as applicable, to (ii) credit your Eligible Transaction Account and remit funds on your behalf from the External Account designated by you and to debit your applicable Account as described below in Section 5 of the Transfer Money Terms (Service Fees and Additional Charges). You also authorize us to reverse a transfer from the applicable Account if the debit is returned from the other Account in the transaction for any reason, including but not limited to nonsufficient funds.

c. We will use reasonable efforts to make all your transfers properly. However, we shall incur no liability if we are unable to complete any transfers initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Eligible Transaction Account or External Account does not contain sufficient funds to complete the transfer or the transfer would exceed the credit limit of your overdraft account;
2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction;
3. The transfer is refused as described in Section 6 of the Transfer Money Terms below;
4. You have not provided us with the correct information, including but not limited to the correct Eligible Transaction Account or External Account information; and/or,
5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution(s), or interference from an outside force) prevent the proper execution of the transfer and we have taken reasonable precautions to avoid those circumstances.

d. It is your responsibility to ensure the accuracy of any information that you enter into the Service, and for informing us as soon as possible if you become aware that this information is inaccurate. You may not use a P.O. Box as a postal address. We will make a reasonable effort to stop or recover a transfer made to the wrong Account once informed, but we do not guarantee such recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by you.

2. Transfer Methods and Amounts. Section 15 of the General Terms (Payment Methods and Amounts) applies to the Service, even in circumstances where the External Account is closed and we are attempting to return funds to such Account.

3. Transfer Cancellation Requests and Refused Transfers. You may cancel a transfer at any time until it begins processing (as shown in the Service). We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to your Account that we debited for the funds transfer. If this is unsuccessful (for example, the Eligible Transaction Account has been closed) we will make reasonable attempts to otherwise return the funds to you.

4. Stop Payment Requests. If you desire to stop any transfer that has already been processed, you must contact customer care for the Service pursuant to Section 22 of the General Terms. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so. We may also require you to present your request in writing within fourteen (14) days. The charge for each request will be the current charge for such service as set out in the applicable fee schedule.

5. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Account that is debited for the funds transfer. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from the applicable Eligible Transaction Account you hold with us or the Account that is debited for the funds transfer, depending on how such charges are described in the user interface for the Service. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the External Account for such fees, as described in this Section, and there are insufficient fees in the External Account; Section 18 of the General Terms should be interpreted as applying to the External Account, not just the Eligible Transaction Account, in such circumstances.

6. Refused Transfers. We reserve the right to refuse any transfer. As required by applicable law, we will notify you promptly if we decide to refuse to transfer funds.

7. Returned Transfers. In using the Service, you understand transfers may be returned for various reasons such as, but not limited to, the External Account number is not valid. We will use reasonable efforts to research and correct the transfer to the intended Account or void the transfer and credit your Account from which you attempted to transfer funds. You may receive notification from us.

8. Definitions

"Account" means a checking, money market or savings account that is either an Eligible Transaction Account or External Account, as applicable.

"Eligible Transaction Account" is as defined in Section 36 of the General Terms, except that it shall be limited to a checking, money market or savings account that you hold with us.

"External Account" is your account at another financial institution (i) to which you are transferring funds from your Eligible Transaction Account; or (ii) from which you are transferring funds to your Eligible Transaction Account.
"Transfer Instruction" is a specific Payment Instruction (as defined in Section 36 of the General Terms) that you provide to the Service for a transfer of funds.

POPMONEY® PAYMENTS SERVICE ADDITIONAL TERMS

1. Description of Service.

a. The term "Popmoney Terms" means these Popmoney Payments Service Additional Terms. "Popmoney" is a trademark of CashEdge Inc. or its Affiliates. The Popmoney Service (for purposes of these Popmoney Terms, and the General Terms as it applies to these Popmoney Terms, the "Service") enables you: (1) to initiate a Payment Instruction from an Eligible Transaction Account to an account at a U.S. financial institution; and/or (2) to receive a payment from another person into an Eligible Transaction Account, in U.S. dollars. Although the ACH Network is often used to execute Popmoney Service Payment Instructions for the Popmoney Service, other Payment Networks may be used to facilitate the execution and transmission of Payment Instructions. All payments must be made through the Site and are subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. Receipt of payments may be made through the Site and is subject to the terms of this Agreement and applicable laws and regulations, in each case as in effect from time to time. In some instances, receipt of payments may be made through www.Popmoney.com (the "Popmoney Website") and if you choose to initiate or receive a payment at the Popmoney Website you acknowledge and agree that you shall be subject to the terms of other agreements, including, but not limited to, the "terms of use" for the Popmoney Website and applicable laws and regulations, in each case as in effect from time to time.

b. The Instant Payments feature within the Popmoney Service ("Popmoney Instant Payments") uses Payment Networks designed to transfer funds on the same day or sooner, if practicable, to debit or credit funds to the Eligible Transaction Account of the Receiver, as applicable. Popmoney Instant Payments is only available for Payment Instructions submitted by a Sender to a Receiver (and not via a Popmoney Request). Not all Payment Networks participate in Popmoney Instant Payments. Popmoney Instant Payments are not instantaneous. Payment delivery speed may vary based upon the funds availability policy of each financial institution and Payment Network availability.

2. Payment Authorization and Payment Remittance.

a. By providing us with names and telephone numbers, email addresses, and/or bank account information of Receivers to whom you wish to direct payments, you authorize us to follow the Payment Instructions that we receive through the Service. Once registered, you authorize us to credit your Eligible Transaction Account for payments remitted to you on behalf of a Sender without further approval from you.

b. When we receive a Payment Instruction from you, you authorize us to debit your Eligible Transaction Account for the amount of any such Payment Instruction plus any related fees in effect (and as disclosed on the Site) at the time you initiate the Payment Instruction, and to remit funds on your behalf. You acknowledge and agree that any applicable fees will be charged when we receive a Payment Instruction from you, regardless of whether the Payment Instruction is ultimately completed. You also authorize us to credit your Eligible Transaction Account for the receipt of payments, including but not limited to those payments returned to us from Receivers to whom you sent payment(s) and those payments that were cancelled and returned to you because the processing of the Payment Instruction could not be completed.

c. You acknowledge and agree that if your Payment Instructions identify an account by name and account number, the relevant financial institution may execute those Payment Instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers. We have no responsibility to investigate discrepancies between account names and account numbers, outside of our obligations under the law to investigate errors, described above in Section 22 of the General Terms (Errors, Questions, and Complaints).

d. You agree that we will not be liable in any way for any payments that you may receive, regardless of whether you authorized the Sender to send them to you.

e. We will use reasonable efforts to complete all your Payment Instructions properly. However, we shall incur no liability if we are unable to complete any transaction because of the existence of any one or more of the following circumstances:

1. If, through no fault of ours, the Eligible Transaction Account does not contain sufficient funds to complete the Payment Instruction or the Payment Instruction would exceed the credit limit of your overdraft account;
2. The Service is not working properly and you know or have been advised by us about the malfunction before you execute the Payment Instruction;
3. The payment is refused as described in Section 5 of the Popmoney Terms below;

4. You have not provided us with the correct information, including but not limited to the correct Payment Instructions or Eligible Transaction Account information, or the correct name and address or mobile phone number of the Receiver to whom you are initiating a Payment Instruction; and/or,

5. Circumstances beyond our control (such as, but not limited to, fire, flood, network or system down time, issues with the financial institution, or interference from an outside force) prevent the proper execution of the Payment Instruction.

f. It is the responsibility of the Sender and the Receiver to ensure the accuracy of any information that they enter into the Service (including but not limited to the Payment Instructions and name, telephone number and/or email address for the Receiver to whom you are attempting to send a payment), and for informing us as soon as possible if they become aware that this information is inaccurate. We will make a reasonable effort to stop or recover a payment made to the wrong person or entity once informed, but we do not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by the Sender or Receiver.

g. Popmoney Instant Payments: We are not responsible for the performance, speed, or other acts or omissions of the Payment Networks. Notwithstanding anything to the contrary in the Agreement, Popmoney Instant Payments settlements are final except as set forth in the applicable Payment Network rules and recovery may not be possible; however, if applicable Payment Network rules allow for reversal of funds, we will attempt to recover such funds from the Receiver's Eligible Transaction Account. We shall not be obligated to comply with the Automated Clearinghouse (ACH) Rules in such recovery efforts or otherwise in connection with Popmoney Instant Payments. We are only responsible for delivery of the applicable Payment Instructions to the applicable Payment Network in the format required by the applicable Payment Network's specifications. We will choose the Payment Networks in which we will participate in our sole discretion.

3. Initiation of Payment Instructions. You may initiate (a) a one-time Payment Instruction to a Receiver for which processing shall be initiated immediately, (b) a one-time Payment Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (c) a recurring series of Payment Instructions to a Receiver for which processing shall be initiated on the specified dates. Options (b) and (c) above are not available for Popmoney Instant Payments. Further details about each of these options can be found on the Site.

Payment Instructions initiated to Receivers are processed in two ways. You can provide all the required information about the Receiver, including his/her Eligible Transaction Account, necessary to complete a transfer of funds. Alternatively, you can provide contact information about the Receiver (including an email address and/or mobile telephone number) and the Popmoney Service may contact the Receiver and request that the Receiver (i) provide information so that we may validate the identity of the Receiver at the Popmoney Website and then (ii) provide Eligible Transaction Account information in order to complete the Payment Instruction (a "Two-Step Transfer"). If the Receiver maintains an Eligible Transaction Account with an institution that participates in or offers the Popmoney Service, the Receiver may access the Popmoney Service at his or her financial institution's website or mobile application to complete the Payment Instruction and receive the payment. For Popmoney Instant Payments, you can initiate a Payment Instruction using (i) the Receiver's email address or mobile number, and the Popmoney Service will validate the Popmoney Instant Payments eligibility of the Receiver prior to transferring the funds; or (ii) the Receiver's debit card information, and the funds will be immediately deposited into the Receiver's checking or savings account affiliated with the debit card. Not all Payment Networks participate in Popmoney Instant Payments. Payment delivery speed may vary based upon the funds availability policy of each financial institution and Payment Network availability.

You understand and agree that when you initiate a Payment Instruction from an Eligible Transaction Account using the Popmoney Service, the processing of the Payment Instruction will begin and the debiting of your Eligible Transaction Account will occur as early as the day of such initiation. However, other than with respect to Popmoney Instant Payments, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day after you initiated the Payment Instruction. If you request a one-time Payment Instruction to be initiated on a specified date or a recurring series of Payment Instruction to be initiated on specified dates, then the processing of the Payment Instruction will begin on the specified date and the debiting of your Eligible Transaction Account will occur as early as the specified date(s). However, the payment funds will be transferred into the Receiver's Eligible Transaction Account no earlier than the next Business Day following the specified date. In addition, in the case of all Two-Step Transfers, the deposit of the payment funds into the Receiver's Eligible Transaction Account (even if debited or withdrawn from your Eligible Transaction Account) may be delayed if the Receiver has not provided the Popmoney Service with certain required information such as his or her Eligible Transaction Account information. The Site may contain additional information regarding the delivery of a payment to an Eligible Transaction Account.

You acknowledge and agree that we will begin to process the requested transfer of funds once the Receiver has provided (or we otherwise obtain) all required information, and you hereby authorize and direct us to retain such funds until the earlier of such time as the Receiver has provided (or we otherwise obtain) all required information or ten (10) Business Days. You further acknowledge and agree that our receipt of money to be transmitted to a Receiver shall not be deemed to have occurred and our obligation to complete a Payment Instruction shall not begin until such time as the Receiver provides us with (or we otherwise obtain) all required information necessary to process the related Payment Instruction in accordance with this Agreement. Any cancellation of a Payment Instruction prior to the Receiver providing us with such information shall be subject to the provisions of Section 5 of the Popmoney Terms, below.

4. Receiving Payments. If another person wants to initiate a Payment Instruction (including in response to a Popmoney Request, if applicable) using the Popmoney Service to an Eligible Transaction Account you hold or, as applicable, if you as a Requestor want to initiate a Popmoney Request, he, she or you can do that from the Site or from an Eligible Transaction Account at a financial

institution that participates in the Popmoney Service or at the Popmoney Website.

You understand and agree that there may be a delay between the time you are notified of the pending Payment Instruction and the deposit of the payment funds into your Eligible Transaction Account, and you may be required to take additional steps to facilitate the deposit of the payment of funds into your Eligible Transaction Account. You authorize the Sender, the financial institution which holds the Sender's Eligible Transaction Account and us (including through the Site) to send emails to you and text messages to your mobile phone in connection with the Sender's initiation of Payment Instructions to you, and, as a Receiver, you may also receive Popmoney Requests from others through the Service.

You acknowledge and agree that in the event that funds are transferred into your Eligible Transaction Account as a result of a Payment Instruction and it is determined that such transfer was improper because it was not authorized by the sender, because there were not sufficient funds in the sender's account, or for any other reason, then you hereby authorize us or our Service Provider to withdraw from your Eligible Transaction Account an amount equal to the amount of funds improperly transferred to you. If applicable, if you as a Requestor initiate a Popmoney Request using the Service you acknowledge and agree that as disclosed on the Site (a) the applicable service fee will be deducted from payments received by you from a Sender(s), and (b) no service fee will be charged if you as the Requestor do not receive any payments from the individuals to whom the Popmoney Request is sent. Further details about the foregoing can be found on the Site. You acknowledge and agree that individuals to whom you send a Popmoney Request may not receive, or otherwise may reject or ignore, your Popmoney Request. We do not guarantee that you will receive any payments from individuals by initiating a Popmoney Request.

5. Payment Cancellation, Stop Payment Requests and Refused Payments. Sender may cancel the initiation of a Payment Instruction or stop a Payment Instruction at any time until the processing of the Payment Instruction into the Receiver's Eligible Transaction Account has begun. Popmoney Instant Payments Payment Instructions may not be cancelled as the Payment Instructions will be processed immediately. Our ability to stop a Payment Instruction or recover funds associated with an unauthorized Payment Instruction will depend on the manner in which the Payment Instruction was initiated, and whether the Payment Instruction to the Receiver's Eligible Transaction Account has begun processing. Although we will make a reasonable effort to accommodate a stop payment request and to recover funds associated with an unauthorized Payment Instruction, we will have no liability for failing to do so. We may also require you to present your stop payment request or request to recover funds in writing within fourteen (14) days after contacting customer care. If we charge you to stop the payment or recover funds, then the charge for each stop payment or fund recovery request will be the current charge as set out in our current fee schedule. Payments not claimed by a Receiver will be automatically cancelled ten (10) days after the processing of the payment begins. When a Sender initiates a Payment Instruction, the Receiver is not required to accept the payment. You agree that you as a Sender will not hold us liable for any damages resulting from a Receiver's decision to accept or not to accept a Payment Instruction initiated or attempted through the Service. We will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied payment to your Eligible Transaction Account or use other reasonable efforts to return such payment to you as permitted by law.

6. Mobile Phone Users. Your phone service provider is not the provider of the Service. Users of the Service will receive text messages relating to their Payment Instructions and other notices from time to time if a mobile phone number is provided. Data and messaging charges from your telecommunications provider may apply, and you are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand that there are risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised. If you have questions about mobile service, you may send a text message with the word "HELP" to this number: 767666. To stop receiving text messages on your mobile phone, text "STOP" to this number: 767666.

7. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. YOU FURTHER ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES WILL BE CHARGED REGARDLESS OF WHETHER THE PAYMENT INSTRUCTION IS COMPLETED, UNLESS THE FAILURE TO COMPLETE THE INSTRUCTION IS SOLELY DUE TO OUR FAULT, except for those fees that are specifically use-based, such as Popmoney Request, if applicable. There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize us to deduct the calculated amount from your designated Eligible Transaction Account for these amounts and any additional charges that may be incurred by you. Any financial fees associated with your standard deposit accounts (or Other Eligible Transaction Accounts) will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Eligible Transaction Account for such fees, as described in this Section, and there are insufficient fees in the Eligible Transaction Account.

8. Refused Payments. We reserve the right to refuse to pay any Receiver. We will attempt to notify the Sender promptly if we decide to refuse to pay a Receiver designated by the Sender.

9 Returned Payments. In using the Service, you understand that Receivers may reject Payment Instructions or otherwise return payments. We will use reasonable efforts to complete Payment Instructions initiated through the Service.

10. Definitions.

"Popmoney Request" means functionality that, if provided to you, allows a Requestor to request that another individual initiate a Payment Instruction to the Requestor through the Popmoney Service.

"Receiver" is a person or business entity that is sent a Payment Instruction through the Service.

"Requestor" is a person that requests an individual to initiate a Payment Instruction through the Popmoney Service. "Sender" is a person or business entity that sends a Payment Instruction through the Service.

BILL PAYMENT SERVICE ADDITIONAL TERMS

1. Description of Service. The term "Bill Payment Terms" means these Bill Payment Service Additional Terms. The bill payment service (for purposes of these Bill Payment Terms, and the General Terms as they apply to these Bill Payment Terms, the "Service") enables you to receive, view, and pay bills from the Site.

2. Payment Scheduling. The earliest possible Scheduled Payment Date for each Biller will be designated within the portion of the Site through which the Service is offered when you are scheduling the payment. Therefore, the Service will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Eligible Transaction Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft, the draft arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft, your Eligible Transaction Account may be debited earlier than the Scheduled Payment Date.

3. The Service Guarantee. Due to circumstances beyond the control of the Service, particularly delays in handling and posting payments by Billers or financial institutions, some transactions may take longer to be credited to your account. The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the Section 2 of the Bill Payment Terms (Payment Scheduling).

4. Payment Authorization and Payment Remittance. By providing the Service with names and account information of Billers to whom you wish to direct payments, you authorize the Service to follow the Payment Instructions that it receives through the Site. In order to process payments more efficiently and effectively, the Service may edit or alter payment data or data formats in accordance with Biller directives.

When the Service receives a Payment Instruction, you authorize the Service to debit your Eligible Transaction Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date designated by you. You also authorize the Service to credit your Eligible Transaction Account for payments returned to the Service by the United States Postal Service or Biller, or payments remitted to you on behalf of another authorized user of the Service. The Service will attempt to make all your payments properly. However, the Service shall incur no liability and any Service Guarantee (as described in Section 3 of the Bill Payment Terms) shall be void if the Service is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. If, through no fault of the Service, your Eligible Transaction Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
2. The payment processing center is not working properly and you know or have been advised by the Service about the malfunction before you execute the transaction;
3. You have not provided the Service with the correct Eligible Transaction Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
4. Circumstances beyond control of the Service (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Service has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Service causes an incorrect amount of funds to be removed from your Eligible Transaction Account or causes funds from your Eligible Transaction Account to be directed to a Biller which does not comply with your Payment Instructions, the Service shall be responsible for returning the improperly transferred funds to your Eligible Transaction Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

5. Payment Cancellation Requests. You may cancel or edit any Scheduled Payment (including recurring payments) by following the directions within the portion of the Site through which the Service is offered. There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

6. Stop Payment Requests. The Service's ability to process a stop payment request will depend on the payment method and whether or not a check has cleared. The Service may also not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you desire to stop any payment that has already been processed, you must contact customer care for the Service in the manner set forth in Section 22 of the General Terms above. Although the Service will attempt to accommodate your request, the Service will have no liability for failing to do so. The Service may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as set out in the applicable fee schedule.

7. Exception Payments Requests. Exception Payments may be scheduled through the Service, however Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall the Service be liable for any claims or damages resulting from your scheduling of Exception Payments. . The Service Guarantee (as described in Section 3 of the Bill Payment Terms) does not apply to Exception Payments.

8. Bill Delivery and Presentment. The Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Service's electronic bill options, you also agree to the following:

1. Presentation of electronic bills – You will receive electronic bills from a Biller only if both: (a) you have designated it in the Service as one of your Billers, and (b) the Biller has arranged with our Service Provider to deliver electronic bills. The Service may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary “trial basis.” In either case, you can elect online within the Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Service does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. We are not a party to such terms.
2. Paper Copies of electronic bills – If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
3. Sharing Information with Billers – You authorize us to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which we have identified as offering electronic bills for purposes of matching your identity on the Service's records and the Biller's records to (a) activate your affirmative request for electronic bills, and/or (b) confirm your eligibility for “trial basis” electronic bills.
4. Information held by the Biller. We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.
5. Activation. We will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
6. Authorization to obtain bill data. You authorize us to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.
7. Notification. We will attempt to present all of your electronic bills promptly. In addition to notification within the Service, we may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
8. Cancellation of electronic bill notification. The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.
9. Non-Delivery of electronic bill(s). You agree to hold us harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
10. Accuracy and dispute of electronic bill. We are not responsible for the accuracy of your electronic bill(s). We are only responsible for presenting the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

9. Service Fees and Additional Charges. You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged regardless of whether the Service was used, except for fees that are specifically use-based. Use-based fees for the Service will be charged against the Billing Account. There may also be charges for additional transactions and other optional services. You agree to pay such charges and authorize the Service to deduct the calculated amount from your designated Billing Account. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and Internet service fees that may be assessed by your telephone and Internet service provider. Section 18 of the General Terms (Failed Or Returned Payment Instructions) applies if you do not pay our fees and charges for the Service, including without limitation if we debit the Billing Account for such fees, as described in this Section, and there are insufficient fees in the Billing Account.

10. Biller Limitation. The Service reserves the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, the Service will notify you promptly if it decides to refuse to pay a Biller designated by you, as set forth in Section 13 of the General Terms (Prohibited Payments) or an Exception Payment under this Agreement.

11. Returned Payments. In using the Service, you understand that Billers and/or the United States Postal Service may return payments to the Service for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Service will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Eligible Transaction Account. You may receive notification from the Service.

12. Information Authorization. In addition to Section 20 of the General Terms (Information Authorization), you agree that the Service reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification).

13. Definitions. "Biller" is the person or entity to which you wish a bill payment to be directed or is the person or entity from which you receive electronic bills, as the case may be.

"Billing Account" is the checking account from which all Service fees will be automatically debited.

"Due Date" is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.

"Eligible Transaction Account" is as defined in Section 36 of the General Terms, except that it shall be limited to an account that you hold with us, and from which bill payments will be debited.

"Exception Payments" means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).

"Payment Instruction" is as defined in Section 36 of the General Terms, and is further defined as the information provided by you to the Service for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).

"Scheduled Payment" is a payment that has been scheduled through the Service but has not begun processing.

"Scheduled Payment Date" is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

ADDENDA B: Mobile Banking – Terms and Conditions for Mobile Banking

REV 07.23.14

Thank you for using the Mobile Banking Services ("Services") and any related Software ("Software") provided by Nantucket Bank, A Division of Blue Hills Bank ("Financial Institution") combined with your handheld's text messaging capabilities. By participating in the Services or using the Software, you are agreeing to the following terms and conditions, in addition to any terms and conditions to which you have previously agreed with respect to the underlying electronic banking and bill pay services of which the Service is a part. Financial Institution in its discretion may modify these Terms and Conditions at any time. **Standard messaging charges apply.**

Terms and Conditions:

a. Program: Financial Institution offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over the Short Message Service (SMS). Enrollment requires identification of the user's banking relationship with Financial Institution as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. This program will be ongoing. Standard messaging charges apply. Customers will be allowed to opt out of this program at any time.

b. Questions: You can contact us at cs@nantucketbank.com or 508.228.0580, or send a text message with the word "HELP" to this number: 48179. We can answer any questions you have about the program.

c. To Stop the program: To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says “STOP” to this number: 25215. You’ll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.

d. The Services and/or Software may not be available at any time for any reason outside of the reasonable control of Financial Institution or any service provider

Privacy and User Information. You acknowledge that in connection with your use of the Services, Financial Institution and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive and may share with one another names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with the Services or Software (collectively “User Information”). The Financial Institution and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver the Services and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. The Financial Institution and its affiliates and service providers also reserve the right to monitor use of the Services and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use the Services and Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, “spam,” and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use the Services and Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party’s intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Financial Institution (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Financial Institution or any third-party service provider involved in the provision of the Services; or (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Financial Institution, any third-party service provider involved in providing the Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (i) access any Software or Services for which your use has not been authorized; or (ii) use or attempt to use a third party’s account; or (iii) interfere in any manner the provision of the Services or Software, the security of the Services or Software, or other customers of the Services or Software, or otherwise abuse the Services or Software.

Use of Google Maps. You agree to abide by (1) the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and (2) the Google Legal Notices found at http://www.google.com/help/legalnotices_maps.html, or other URLs as may be updated by Google.

Messaging and Data Charges: By participating in the Services or using the Software you agree that the Services or Software may require the use of your mobile device’s data and text messaging capabilities and that standard data and text messaging charges apply in accordance with your Service Agreement with your Mobile Service Provider. You agree that Nantucket Bank, A Division of Nantucket Bank, A Division of Blue Hills Bank is not responsible for any charges you may incur while using the Services and Software provided as part of this agreement.

“Smartphones” and Other Web Enabled Devices: You acknowledge that Smartphones and other Web Enabled Devices are subject to the same security risks as computers that are attached to the internet and agree that it is exclusively your responsibility to maintain the most up to date and comprehensive anti-virus and anti-spyware programs on such devices. You agree to hold Nantucket Bank, A Division of Blue Hills Bank harmless for any and all security risks associated with the use of your device and this service.

Addendum

Mobile Banking is provided for your convenience and does not replace your monthly account statement(s), which are the official record of your account(s). The information contained within Mobile Banking and any related software is for informational purposes only. You understand and agree these services may not be encrypted and may include personal or confidential information about you such as your account activity or status. Delivery and receipt of information, including instructions for payment, transfer and other

move money transactions, through Mobile Banking may be delayed or impacted by factor(s) pertaining to your internet service provider(s), phone carriers, other parties, or because of other reasons outside of our control. We will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through Mobile Banking. Additionally, not all of the products, services or functionality described on the online banking site(s) or your online banking agreement are available when you use a mobile device. Therefore, you may not be eligible to use all the products, services or functionality described when you access or try to access them using a mobile device. We reserve the right to determine your eligibility for any product, service or functionality at any time. We may discontinue access for 180 days of inactivity or without notice as part of the regular course of business. We will do our best to notify you as soon as possible of the discontinuance.

Information available via Mobile Banking, including balance, transfer and payment information may differ from the information that is available directly through the Online Banking site without the use of a mobile device. Information available directly through online banking without the use of a mobile device may not be available via Mobile Banking, may be described using different terminology (including capitalized terms used in the Agreement or on our online banking site(s)), or may be more current than the information available via Mobile Banking, including but not limited to account balance information. The method of entering instructions via Mobile Banking may also differ from the method of entering instructions directly through the Online Banking without the use of a mobile device. Processing of payment and transfer instructions may take longer through Mobile Banking. We are not responsible for such differences including but not limited to delays, whether or not attributable to your use of the Mobile Banking.

Additionally, you agree that neither we nor our service providers will be liable for any errors in the content of information obtained or transmitted through Mobile Banking, or for any actions taken in reliance thereon (including, but not limited to, the type of alerts and other preferences selected by you). You are responsible for any and all charges, including, but not limited to, fees associated with text messaging imposed by your communications service provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions of any agreement between you and your communication service provider or the provider of any other mobile application. Any losses or charges incurred through loss of mobile device or the safeguarding or failure to safeguard passwords will remain your full responsibility.

The Bank reserves the right to change these Terms and Conditions at any time. When material changes are made, we will notify you. You are solely responsible for providing updated addresses as necessary. Revised Terms and Conditions shall become effective at the earliest date allowed by applicable law or regulation. In the event of any conflict between the Mobile Banking Terms and Conditions and other terms and conditions related to your account(s) to which Mobile Banking and any related software may be applicable, the Terms and Conditions of Mobile Banking will prevail solely with respect to the conflicting provisions and solely to the extent of the conflict. Continued use of Mobile Banking and any related Software constitutes your agreement with and acceptance of this Agreement, as well as any future changes to these Terms and Conditions.

For a Print Version of these Terms and Conditions, click the "Terms and Conditions" link at the bottom of the Online Banking Site.

Exclusion of Warranties. You have requested that Nantucket Bank, A Division of Blue Hills Bank allow you to access your accounts remotely by mobile device utilizing the internet. Except as otherwise expressly stated in these Terms and Conditions on in the Agreement for Internet Banking, Nantucket Bank, A Division of Blue Hills Bank makes no representation or warranty, either express, implied or statutory, concerning the Services including that any Software application provided by Nantucket Bank, A Division of Blue Hills Bank to facilitate mobile banking by you through your mobile device will operate uninterrupted or error free. You expressly confirm acceptance and use of any Software application "as is" and without warranty of any character whatsoever and you assume all risk of loss resulting from conducting mobile banking. You are exclusively responsible for providing mobile internet connection service compatible with the Services and any Software application provided by Nantucket Bank, A Division of Blue Hills Bank for the Services to be provided.

No Liability and Hold Harmless. Nantucket Bank, A Division of Blue Hills Bank will use commercially reasonable efforts and ordinary care to provide you with access to the Services in accordance with these Terms and Conditions. In no event, however, shall Nantucket Bank, A Division of Blue Hills Bank be liable for its failure to provide access to mobile banking services or for your failure to receive message service whether either as a result of an error in or interruption of any Software application or as a result of any failure or interruption of your mobile device service or equipment. Without limiting the generality of the foregoing, Nantucket Bank, A Division of Blue Hills Bank shall not be liable to the you for delays or errors occurring by reason of circumstances beyond the control of Nantucket Bank, A Division of Blue Hills Bank, including without limitation, the failure of communication networks and interference with or interruption of internet access or service, the failure of equipment, or any acts of civil, military, or banking authorities, national emergencies, labor difficulties, fire, flood or other catastrophes, acts of God, insurrection, war, riots, failure of transportation, failure of vendors, communication or power supply, or malfunction of or unavoidable difficulties with its equipment. Nantucket Bank, A Division of Blue Hills Bank shall not be liable for consequential, incidental, special or, exemplary damages or lost profits, even if you advise Nantucket Bank, A Division of Blue Hills Bank of the possibility of such damages. You acknowledge and agree that you are solely responsible for protecting the confidentiality and security of your username and password, both of which are required in order to access banking information through mobile and internet banking. You further acknowledge having been informed that the Bluetooth (and any other short-range wireless connectivity) application on your mobile device must be turned off when accessing mobile banking in order to protect the privacy of the User Information. You assume and accept all responsibility for the accuracy of all transactions performed or undertaken utilizing the Services made available by Nantucket Bank, A Division of Blue Hills Bank at your request. You shall hold Nantucket Bank, A Division of Blue Hills Bank harmless from and against any liability of any character attributable to your use of the Services.

Online Banking Agreement

Mobile Check Deposit

1. Service: Mobile check deposit is designed to allow you to make deposits to your checking accounts from your SmartPhone (Apple or Android supported devices which may change from time to time at our discretion and without notice) by creating images using the camera on the SmartPhone device and delivering the images and associated deposit information to the Bank.

2. Eligible items. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to the Bank is converted to an Image Replacement Document (IRD) for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into;
- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn;
- Checks payable jointly, unless deposited into an account in the name of all payees;
- Checks previously converted to a substitute check, as defined in Reg. CC;
- Checks drawn on a financial institution located outside the United States;
- Checks that are remotely created checks, as defined in Reg. CC;
- Checks not payable in United States currency;
- Checks dated more than 6 months prior to the date of deposit;
- Checks or items prohibited by the Bank's current procedures relating to the Services or which are otherwise not acceptable under the terms of the Bank's account(s) you maintain with us;
- Checks payable on sight or payable through Drafts, as defined in Reg. CC;
- Checks with any endorsement on the back other than that specified in this agreement;
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution;
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department.

3. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Services as "For deposit only, account # _____" or as otherwise instructed by the Bank. You agree to follow any and all other procedures and instructions for use of the Mobile Check Deposit services as may establish from time to time.

4. Receipt of Items. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you view the posted deposit to your account. Receipt of such confirmation does not mean that the transmission was error free, 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.

5. Availability of Funds. You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 8:00 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. Funds deposited use our existing Funds Availability scheduled, unless the check cannot be deposited or accepted. In such situations, your transaction will be declined when it is deposited. If your deposit is declined after it has been made, we reserve the right to debit your account for the amount of the entire deposited item in question. We will notify you through written notification. In some instances, to ensure that the message is received in a timely manner, we may email a notification to you.

6. Disposal of Transmitted Items. Upon your receipt of a confirmation that the deposit has been successfully credited to your account, without an additional notifications or adjustments, You agree to retain the check for at least 30 calendar days from the date of the image transmission. We suggest that you mark "Deposited via Mobile Phone on xx/xx/xxxx (date) to ensure that we do not mistakenly try to redeposit the item(s). After 30 days, You agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to the Bank upon request.

7. Deposit Limits. We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. The current daily dollar limit is \$5,000.00 per business day.

8. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be at the Bank's sole discretion subject to the Bank's account opening and online banking services agreement(s).

9. Errors. You agree to notify the Bank of any suspected errors regarding items deposited through the mobile check deposit service right away, and in no event later than 30 days after the applicable account statement is sent. Unless you notify the Bank within 30 days, such statement regarding all deposits made through the mobile check deposit service shall be deemed correct, and you are prohibited from bringing a claim against the Bank for such alleged error.

10. Errors in Transmission. By using the mobile check service you accept the risk that an item may be intercepted or misdirected during transmission. The Bank bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

11. Image Quality. The image of an item transmitted to the Bank must be legible, as determined in the sole discretion of the Bank. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by the Bank, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

12. User Warranties and Indemnification. You warrant to the Bank that:

- a. You will only transmit eligible items;
- b. You will not transmit duplicate items;
- c. You will not re-deposit or re-present the original item;
- d. All information you provide to the Bank is accurate and true;
- e. You will comply with this Agreement and all applicable rules, laws and regulations;
- f. You are not aware of any factor which may impair the collectability of the item(s);
- You agree to indemnify and hold harmless the Bank from any loss for breach of this warranty provision.

13. Cooperation with Investigations. You agree to cooperate with us 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 mobile check deposit in your possession and your records relating to such items and transmissions.

14. Termination. We may terminate mobile check deposit at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Important Information About Your Account agreement, Online Banking Services Agreement, or any other agreement with us.

The Mobile Banking Terms and Conditions are a part of the Online Banking Agreement.

Member FDIC Member DIF

Updated 3/10/17