



Online and Mobile Services Agreement

bankESB is pleased to offer you the opportunity to sign up for and utilize our Online and Mobile Services. This agreement contains the terms and conditions under which we will provide Online and Mobile services to you. This agreement is in addition to your other agreements with us, such as your Product and Account disclosure, Fee Schedules, and credit agreement you may have with us. If there is a conflict between the terms and conditions of this agreement and one contained in the other agreements between you and us, this agreement will control. The Bank may modify the terms of this agreement from time to time and your continued use of the service(s) will constitute your acknowledgement of and agreement to those changes. Any such amendments shall be effective thirty (30) days after the Bank sends notice of the amendments to you. If you object to any amendments of this agreement, you must do so in writing. If you exercise this right, you may no longer use our Online and Mobile Banking Services.

In this agreement, the terms "financial institution", "bank", "we", "us" and "our" refer to bankESB. The terms "you" or "your" refer to the person(s) or authorized signers on the account, authorized user (whether express or implied) or any individual issued a user ID and password. If you have any questions about these services, please call us at 855-527-4111 and ask to speak with Customer Care or stop by any branch office.

Federal and Massachusetts law requires that consumers who make use of a bank's Electronic Fund Transfer services receive the disclosures contained in this agreement before using the service. Use of Online and Mobile Services as defined below are governed by the terms and conditions established and revised from time to time by the Bank and are outlined in this agreement. Once you have carefully read this agreement, we suggest that you print and retain a copy for your records. By clicking the "I Agree" button below, you are consenting to receive the required disclosures and messages regarding this service electronically. You are also agreeing that any communication from us to you regarding this agreement, including any disclosures or other information required to be delivered in writing under applicable law, may be delivered to you in electronic form and that such electronic communication shall be in lieu of written communication. This includes electronic delivery of change in terms notices affecting your use of Online and Mobile services. Your consent pertains to these Online and Mobile services only and does not include any other disclosures the Bank may need to provide to you.

Please know that you do have the right to receive a paper version of this agreement and may contact us by e-mail or telephone to request a paper copy. There is no charge for a paper copy. You may also access these disclosures at any time on our website at www.bankesb.com by clicking "Login" and selecting "Enroll Now." If you do not consent to electronically receiving the required disclosures, you should exit this form.

System Requirements to Access Information

To receive an electronic copy of the required disclosures, you must have the following equipment and software:

- A personal computer with 1.3 GHz or faster processor that is capable of accessing the Internet.
- A current version of Windows or Mac OS, with adequate available hard disk space.
- You must have software that enables you to receive and access Portable Document Format (PDF) files, such as Adobe Acrobat Reader, which is available for free download at <http://get.adobe.com/reader>. Access to a printer or the ability to download information is necessary to obtain copies for your records.

Accuracy and Accessibility

It is your responsibility to provide us with true, accurate and complete information including your email address, contact information or any other information related to this disclosure and your account(s). If any of the information you provide to the bank changes, it is your responsibility to maintain and update your account information promptly online or by contacting us at 855-527-4111.

Business Days

For the purpose of this agreement, our business days are Monday through Friday. Saturdays, Sundays, federal holidays or other days on which the bank remains closed are not business days.

Online Banking Equipment and Technical Requirements

In order to use Online and Mobile Services, you will need to satisfy the System Requirements detailed above.

You may also access the service by utilizing a variety of mobile devices with an up-to-date operating system. Either method chosen requires a current Internet browser. You are responsible for the installation, maintenance, and security and monitoring of your own device. We are not responsible for any errors or failures caused by any malfunction of your device and we are not responsible for any virus or related problems that may be associated with the use of your device. You are also responsible for any telephone or data charges incurred in connecting to your Internet Service Provider (ISP) that gives you access to the Internet including Short Message Services (SMS), or what is commonly referred to as text messaging.

Online Banking Access

As the primary user, you are considered the administrator who is responsible for managing your Online Service. As administrator you will be granted access to all of the enrolled online banking accounts and services. The administrator, at his or her sole discretion, may be permitted to create and authorize other individuals to act as a user of Online Services. The administrator may be permitted to add, delete or change the access authorities for a user including the accounts and services they are allowed to access and the dollar amount of the transactions they are allowed to process. Designating an authorized user provides access to Online Services and does not change ownership or provide authorization to these users to transact on your behalf in any other manner (i.e. at a branch location). By granting an individual access to your accounts as an authorized user with a user ID and password you expressly agree to take responsibility for all activity initiated by those individuals. In effect, you have authorized each transaction to take place as though you yourself have completed them and the bank will not be held liable for individual user actions.

The administrator and each user that has been afforded the authority to access accounts through Online Services will have a unique user ID and password. Your user ID and password are initially set by you and subsequently can only be changed by you. The user ID designated for an authorized user can be issued and changed only by you, the administrator. The password for an authorized user is initially set by you, the administrator, and subsequently changed by the authorized user at first login.

Generally, you should change your passwords frequently to help safeguard the security of your accounts. You may change your password under the "My Profile" section when logged in to Online or Mobile Banking. Bank employees will never contact you via e-mail or by telephone requesting your online password or any other personal information. If you are contacted by anyone requesting this information, do not provide it and contact Customer Care immediately at 855-527-4111.

It is critically important to keep your user IDs and passwords confidential to prevent unauthorized transactions on your bank accounts. In the event that you wish to change authorization (i.e. as a result of personal changes in your relationships, or for any other reasons) it is your sole responsibility to revoke access to protect against improper use of Online Services by the individual(s) you have authorized.

If you suspect any misuse of Online Services by an authorized user you, the administrator, should revoke that individual's access immediately and inform us AT ONCE if you believe your password and user ID have been compromised or may be compromised. You may contact us by calling 855-527-4111 and speak with Customer Care. **Click [here](#) to see bankESB Customer Care Hours.**

If you prefer to contact us via written correspondence address your envelope to:

bankESB, P.O. Box 351, Easthampton, MA 01027.

Notifying us promptly will enable us to effectively safeguard your account. Massachusetts law limits your liability to \$50 if Massachusetts law governs this agreement. For customers where Massachusetts law does not apply, you must notify us within two (2) business days after you learn of the lost or stolen ID and password in order to limit your loss to no more than \$50. If you do not notify us within two (2) business days after you learn of the lost or stolen ID and password, and we can prove that we could have prevented from using your credentials without your permission if you had told us, you could lose as much as \$500.

If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

Error Resolution for Consumer Accounts

In case of errors or questions about your electronic transfers including direct deposit, ATM transactions, debit card transactions, 24-hour telephone transactions, Online and Mobile Service transactions and/or pre-authorized payments, call us at 855-527-4111 to speak with Customer Care (**Click [here](#) to see business hours**) or send your written correspondence to:

bankESB, P.O. Box 351, Easthampton, MA 01027.

If you think your statement or receipt is wrong or if you need more information about a transfer listed in your statement or receipt, promptly submit your inquiry to us as we must hear from you no later than sixty (60) days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to provide us with the following information:

- Your name and account number,
- A description of the error or the transfer you think is incorrect and clearly explain why you believe it is an error or why you need more information, and
- The dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and we will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will provisionally re-credit your account within 10 business days for the amount you think is in error, so that you may have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not re-credit your account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to provisionally credit your account for the amount you think is in error. We will tell you the results of our investigation within three (3) business days after we complete it. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Authorization for Transactions

You agree that the Bank may act on the electronic instructions of any of your authorized users.

Accessible Accounts

You may access your checking, savings, certificate of deposit and loan types of accounts to get account balance and transaction information with Online and Mobile Services. You may conduct electronic banking transfers with a checking, money market, statement savings, and some Passbook Savings type of accounts. Bill payment may be conducted with a checking account. You may also make payments to your loan using the transfer service.

Online Banking Services

The Online Service may give you access to:

- a. Account Balance and Transaction Information: View balance and account activity.
- b. Account-to-Account Transfers: Transfer funds between your bankESB Accounts.
- c. Person-to-Person Transfers: Transfer funds from your bankESB account to another bankESB customer account.
- d. Bank-to-Bank Transfers: Transfer funds to or from your accounts at another institution.
- e. Bill Payments: Pay bills to a third party via check or electronic transaction.
- f. eBills and eBills Presentment: Receive and view bills electronically from designated creditors or vendors that participate in eBill presentment programs and from which you authorize the Bank to retrieve your eBill information.
- g. eStatements: Access to your account or loan statements online, review previous statements up to eighteen (18) months or from the first time you sign up for eStatements, whichever is more recent.
- h. Stop Payment: Stop payment on a check that was written by you.
- i. Cancel Payment: You may cancel a scheduled electronic bill payment up until 12:00 midnight the night before the scheduled payment. Electronic bill payments that are initiated or scheduled for immediate transfer, may not be cancelled.
- j. Reorder Checks: Reorder the same style of checks you use today.
- k. Account Alerts: Set up email and/or text alerts for certain events such as low balance notification.
- l. Deactivate/Reactivate Card: Control access to your debit card when your card is not in use or misplaced.
- m. Notify us of your Travel Plans: Inform the Bank to expect transactions from your travel destination. This will avoid your card being deactivated for what appears to be suspicious activity.
- n. Apply for a new Debit Card: Request to order a brand-new card.
- o. Replace a Debit Card: In the event your card is damaged you may request to order a new card with the same card number.
- p. Hide/Show Accounts Online Services: Show or hide accounts from your online banking service.
- q. Update/Change Contact Information: Change email address, home and mailing address, and phone number.
- r. Update/Change Security Information: Change user ID and password.
- s. Manage Authorized Users: You may be permitted to create and edit authorized users and online banking access.
- t. View Important Tax Documents: The Bank may make available to you, copies of your 1098 form, 1099 form, or other important tax documents.
- u. Access to Other Documents: The Bank may, from time to time, make available to you, other documents and forms not enumerated above.

The Bank makes available other services, which may be changed or enhanced periodically and include:

- Communicate with Customer Care Representatives using secure chat or messages
- Quicken: ability to export or import account information

Account Balance, Available Balance and Transaction Information

The account information you access via Online Services will generally be current as of the business day you obtain the information, unless another time is specified. Information on your bank account(s) is available for up to sixteen (16) months. You may view current and available account balances, transaction activity, check images, pending Automated Clearing House (ACH) and point-of-sale (POS) transactions for deposit and loan accounts that are enrolled in Online Services.

Please note:

- Your deposit account available balance includes your current balance minus any holds. Your available balance displayed does not include accounts linked for automated overdraft transfers, unused reserve credit and assigned overdraft privilege limits.
- Immediate and future dated transfer or bill payment requests may draw against available funds that include your savings account, unused reserve credit or assigned overdraft privilege limits. An insufficient funds fee may apply. Refer to our fee schedule for the amount we will charge you for the overdraft method you have chosen.
- Your line of credit loan account available balance is the dollar amount you have available to draw on.

Transfer Funds

You have the ability to set up a one time or recurring, monthly, quarterly or weekly transfer up to 365 days in the future.

Transfers or bankESB Loan Payments made after 8:00 p.m. on a business day or on a weekend or a federal holiday are posted on the next business day and are available for immediate use. However, sufficient funds must be available at the time of your request.

If you wish to cancel a recurring transfer, you must cancel the transfer before 12:00 midnight the night before the scheduled initiation date that the transfer occurs. For example, a cancellation may occur at 11:59pm on January 1 if the payment is scheduled for January 2.

If you schedule an immediate account-to-account or person-to-person transfer, you must have adequate available funds in your account at the time the transfer is initiated. The funds will be deducted from your account immediately.

If you schedule a future-dated or recurring account-to-account transfer or person-to-person transfer you must have adequate available funds in your account when we attempt to transfer the funds. This will occur at 8:00 am on the scheduled date of transfer.

If a transfer fails because you did not have enough funds in the designated transfer account, we will send you an email indicating a failed attempt and we will take no further action. If you receive an email because the transfer was not successful, you should access Online Services to reschedule the transfer.

Account-to-Account Transfers

You may transfer funds from and between checking, statement savings, money market and some passbook accounts and from Reserve Credit and/or Home Equity Lines of Credit (HELOC) to checking, statement savings and money market accounts. You may also make payments to loan accounts held by us.

Person-to-Person Transfers

We allow you to make transfers from your account to another customer's account held at the Bank. You may make a transfer from your checking, money market, statement savings account or some passbook savings accounts to another customer's checking, money market, statement savings or passbook savings account.

Bank-to-Bank Transfers

You may make transfers to or from your checking, money market, statement savings and some passbook accounts held at the Bank and at another financial institution. These types of transfers are completed using ACH debit and credits. Accounts maintained at the other institution must be held in your name and be either a checking or savings type account. Transfers between your accounts at another financial institution will generally be received no more than two (2) business days following the scheduled processing date.

Limitations

You may make as many in-person withdrawals as you wish. We reserve the right to impose additional limits for security purposes at any time.

Stop Payments

Your stop payment requests must follow the procedures and specifications established by the Bank. You must provide us with timely, complete and accurate information on the following:

- a. The number of the account against which the item is drawn
- b. The check number
- c. The exact amount (dollars and cents) of the item
- d. The name of the payee
- e. The reason for the stop payment

Complete accuracy is essential since stop payment orders are processed by computers operating on the basis of precise data. If any of the required information is incomplete or incorrect your stop payment order may not be processed, and we will not be responsible for failing to complete the order. However, if all terms and conditions have been satisfied and we fail to process a stop payment of a check, we may be liable.

Stop payment requests which cover a range of checks that are missing or stolen, may be processed by us without regard to the dollar amount. A stop payment order becomes effective when we confirm its receipt and have verified that the item has not been paid. We will not be able to verify this immediately for items paid more than 180 days prior to your request. Stop payment orders are in effect for six (6) months and can be renewed after the six (6) month period upon your written request. Failure to renew the stop payment order may result in the item being paid.

Periodically, our systems may be inoperable. If that occurs, you may transmit stop payment orders by telephone instruction. You are advised that under applicable state law, stopping payment on a check may not relieve you of your obligation to pay the check.

Alerts

This service is designed to provide real time notification of important information related to your account(s) such as a low balance or the occurrence of an overdraft. If you subscribe to our alert service, you will be asked to select either email or text messaging (SMS) as a method of delivery. You are responsible for any telephone or data charges incurred in connecting to your ISP that gives you access to this alert service including SMS services.

We do our best to provide alerts in a timely manner with accurate information, but alerts may be delayed or prevented by a variety of factors beyond our control such as system failures or misdirected delivery. We don't guarantee the delivery or accuracy of alerts and the contents of an alert may be outdated by the time the alert is sent or received resulting from other account activity or delays in sending data among various systems. You agree to keep your alert contact methods up to date and accurate and further agree that we are not liable for any delays, failure to deliver, or misdirected delivery of any alert, for any errors in the content of an alert or for any actions taken or not taken by you or a third party as the result of an alert. We reserve the right to terminate any request for any alert at any time.

You understand and accept that alerts are not encrypted and while we will never include your password or full account number in the alert, we may include limited information about your account and anyone with access to your alerts will be able to view the contents of these messages.

Bill Payment

We offer an online Bill Payment service. If you elect to utilize this service, you will be presented with and required to accept terms and conditions that govern the use of that service.

Mobile Banking

Mobile Banking provides you the option of accessing Online and Mobile Services by using your mobile device equipped with a mobile browser or the Mobile downloadable application, along with your online banking password, and User ID to perform transactions. Mobile Deposit is only available on the Mobile application. When you use Mobile Banking, you agree to the following terms and conditions:

- a. You are responsible for the installation, maintenance and monitoring of your own device, including keeping the antivirus software and operating system up to date, and for downloading updated versions of the Mobile application when notified by us.
- b. We are not responsible for any errors or failures caused by any malfunction of your device, and we are not responsible for any virus or related problems that may be associated with the use of your device.
- c. We may send any message through your internet service provider in order to deliver them to you. You agree that your communication services provider is acting as your agent in this capacity.
- d. You agree to provide a valid phone number and email address so that we may send you certain information about your applicable account. You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.
- e. Mobile Banking is provided for your convenience and does not replace your periodic account statement(s), which are the official record of your accounts.
- f. You agree to protect your online banking user ID and password and the communications device that receives information through this service and not to share your user ID and password to let any unauthorized person have access to the information we provide to you through this service.
- g. We are not responsible for receipt of account information through Mobile Banking that may be delayed or impacted by factor(s) pertaining to your phone provider or other parties outside of our control.
- h. We will not be liable for losses or damages caused in whole or in part by your actions or omissions that result in any disclosure of account information to third parties. Also, nothing about Mobile Banking creates any new or different liability for us beyond what is already applicable under your existing account agreements.
- i. Our charges for the service can be found in the current Bank fee schedule.
- j. You are responsible for any charges incurred from your wireless provider in connecting to mobile banking and utilizing the services provided.

Stopping Pre-Authorized Payments

UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS. THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES (SUCH AS DEBIT CARD AND ONLINE) UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

If you told us in advance to make a regular payment to a third party out of your account, you can cancel these payments using the Online Service or by calling us at 855-527-4111 to speak with Customer Care. Click [here](#) to see bankESB Customer Care Hours.

If you prefer to send written correspondence, the address is

bankESB, P.O. Box 351, Easthampton, Massachusetts 01027.

We must receive your request at least three (3) business days before the payment is scheduled to be made. If you call, we will also require you to put the request in writing and submit it within fourteen (14) calendar days after you call. We will charge you our standard checking account stop payment fee in effect at the time you stop payment. Refer to our separate fee schedule for the amount we will charge you for each stop payment order you request. The initiation by you of certain electronic fund transfers from your account will, except as otherwise provided in this agreement, effectively eliminate your ability to stop payment of the transfer. If you order us to stop one of these payments at least three (3) business days before the transfer is scheduled and we fail to do so, we will be liable for your losses or damages, subject to the limitations described in the next section.

If these regular payments vary in amount, the payee should inform you ten (10) calendar days before each payment, when it will be made or how much it will be. You may choose instead to get this notice only when

the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside of a certain limit. You may set these certain amounts or limits at any amount you desire.

Liability for Failure to Make Online and Mobile Transfers or Payments

If we do not complete a transfer to or from your account or a payment on time or in the correct amount according to your instructions and in accordance with this agreement and disclosure, we will be liable for limited losses or damages. However, we will not be liable in the following situations:

- a. Any other specific exceptions stated in our agreement with you and/or listed below
- b. If, through no fault of ours, your account has insufficient funds to make the transfer or payment
- c. If the transfer or payment will exceed the credit limit for your Reserve Credit Account or overdraft privilege.
- d. If the system was not working properly and you knew or had reason to know about the breakdown when you started the transfer or payment
- e. If circumstances beyond our control (such as fire and flood) prevent the transfer or payment, despite reasonable precautions taken
- f. If the funds are subject to legal process or other encumbrance restricting such transfer or payment
- g. If an electronic branch has insufficient cash to complete your transaction
- h. If we have a reasonable basis for believing that an unauthorized use of your user ID and/or password, or designated account have occurred or may be occurring or if you default under any agreement with us or if you or the Bank terminates this agreement
- i. The payee does not process a payment correctly or in a timely manner
- j. If you negligently or intentionally share your user ID and password, or you do not report immediately any known theft of your user ID and/or password, leading to unauthorized access to accounts
- k. If your computer or mobile device is compromised, leading to unauthorized access to accounts
- l. If you leave your device unattended in the middle of a banking session and that results in unauthorized access to your account(s)
- m. If you do not sign-off after completing your banking session
- n. If your input error is the cause of a problem
- o. If there are postal delays that result in a payee not crediting your payment promptly
- p. For direct, indirect, incidental, special, consequential, economic or other damages arising out of the use of Online Services, including the Bill Payment service
- q. For loss, property damage or bodily injury, whether caused by the equipment, software, Bank, Internet browser or Internet access provider
- r. There may be other exceptions stated in our other agreements with you, or that may occur unforeseeably

If any of the circumstances listed immediately above occur, we will make a reasonable effort to take appropriate corrective action or to reprocess the transactions that may not have been completed or to correct transactions that have incorrectly been processed.

Documentation and Verification of Transfers and Payments

Confirmation Numbers: Upon completion of a bill payment using Online Services, you will be given a confirmation number. You should record this number, along with the payee, scheduled date and transaction amount in your checkbook register (or other permanent record), because this will help in resolving any problems that may occur. No printed receipts are issued through Online and Mobile Services.

Periodic Account Statement: You will get a periodic account statement from the Bank for your checking, Money Market, statement savings accounts and loan statement. Any transfers or bill payments conducted on the Internet through the Online and Mobile Service will appear on your account statement.

Overdrawing Your Account

If an overdraft in your account does occur, you will pay the full amount of the overdraft and associated fees to the Bank immediately upon request. This paragraph does not apply to Reserve Credit Accounts; see the following paragraph for details on Reserve Credit Accounts.

Reserve Credit Accounts Only

If you have an established Reserve Credit Account, and if you use Online Services to withdraw or transfer money from your account, and the withdrawal or transfer creates an overdraft in your account, a loan will be made to you in accordance with your Reserve Credit Agreement to cover the amount of the overdraft, provided that there is enough left of your Reserve Credit maximum credit limit under your Reserve Credit Note to cover the amount of the overdraft. Using your user ID and password to make a withdrawal or transfer when there is not enough money in your account to cover the withdrawal or transfer is a written order by you requesting the loan. Except to make these loans, you agree that you will not use your user ID and password to overdraw your account. If an overdraft in your account does occur, you will pay the full amount of the overdraft to the Bank immediately upon request.

If you have a Reserve Credit line, you will be assessed a finance charge on any cash advance made on your credit line as provided in your Reserve Credit Note you signed when you opened your Reserve Credit. These charges are subject to change by us. Your deposit account(s) may be subject to certain minimum balance requirements to avoid monthly maintenance charges.

Fees

Please refer to our separate Fee Schedule for additional information about Online Services and other fees.

For details, see the Truth in Savings disclosures given to you when you opened your account, or you may receive an additional copy by contacting us directly.

Notices

In the event you need to provide us with notification it should be addressed to:

bankESB, 36 Main St, P.O. Box 351, Easthampton, MA 01027.

In the event the Bank needs to provide you with a notice, the notice shall be deemed delivered once we have mailed it to your last known address in our records.

Inactivity

If you do not use Online and Mobile Services (either account access or bill paying) for an extended period, defined as a period of at least six (6) months, we reserve the right to terminate your access to Online and Mobile Services and request that you re-register online to reactivate this service.

Electronic Communications

Internet email communication is not considered to be a secure form of communication. For bank account inquiries you agree to contact us electronically using only the secure messaging feature within Online or Mobile Banking. You also agree that any communication from us to you regarding your online banking accounts including any disclosures or other information required to be delivered in writing under applicable law may be delivered to you in electronic form and that such electronic communication shall be in lieu of written communication. This includes electronic delivery of changes in terms notices affecting your use of online banking.

You may print a copy of such communications using the "print" function of your web browser software. You may also request a paper copy at any time by contacting the Bank directly.

Security Procedures

The Online and Mobile Services system employs encryption to ensure the secure transmission of data. The system also utilizes risk-based monitoring tools and reverse authentication to protect against phishing

attempts. These methods include Bank generated texts or calls, out of wallet challenge-based questions and out of band confirmation codes. By using Online, you agree that the online banking security procedures are reasonable and sufficient to ensure that all transaction requests such as bill payment and transfer instructions or other communication we receive from you have in fact, been made by you. You must consider the size, type and frequency of transactions or other communications that you anticipate making when determining whether you consider the Bank's online banking procedures to be sufficient. In short, by using Online and Mobile Services, you have determined that the Online and Mobile Service is secure for your purposes.

The Bank will require users to answer security questions or to provide a confirmation code to process certain transactions and changes to the Online and Mobile Service. This helps ensure information is secure and protects you from fraud and identity theft.

If the size, type and frequency of your transactions change, and you determine that the online and mobile banking security procedures cease to be reasonable and sufficient, you must inform the Bank of this immediately. Such a determination means you will no longer use Online and Mobile Services for any purposes. The Bank offers a Digital Profile Deletion form in the Online and Mobile Services. If you wish to learn more about online and mobile banking security, please ask us.

Notwithstanding any security procedure which may from time to time be in effect for detecting errors in transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

Third-Party Services

In addition, as an additional service, Online and Mobile Services may occasionally provide links to web pages provided by third parties. When you access those web pages provided by third parties, you are leaving the Bank's secure website. Some of those pages may not be secure. Each of those websites will operate under its own privacy policy. You are solely responsible for reviewing the privacy policy on each website and providing only that information you believe is appropriate to share with the provider of that website.

Our site may include promotional materials via links to web pages provided by third parties from whom you may purchase certain goods or services. You understand that we do not operate or control the products or services. The party providing each product or service is responsible for all aspects of order processing, fulfillment, billing and customer service. We are not a party to the transactions entered into between you and those third parties. You agree that your use of any such service is AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY THE BANK, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, AND MERCHANTABILITY OR NONINFRINGEMENT. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND OTHER SITES LINKED TO OUR SITE.

Disclosure of Information to Third Parties

To maintain your privacy, we will not disclose any information about you or your accounts to any person, or organization or agency with the exception of (as applicable):

- Certain routine disclosures necessary to complete a transfer
- Verification of the condition and existence of your account for a credit bureau or merchant
- Persons authorized by law in the course of their official duties
- The Bank's employees, auditors, service providers, attorneys, or collection agents in the course of their duties
- A court order or lawful subpoena
- Consumer reporting agencies
- Your written authorization which shall automatically expire forty-five (45) days after our receipt of your authorization

If an unauthorized disclosure has been made, we must inform you of the details of the disclosure within a reasonable amount of time after we have discovered that an unauthorized disclosure has occurred or as detailed by applicable law. Our privacy notice may be found on our website at www.bankesb.com.

Information Provided by You

You represent and warrant that all information you provide to us is accurate, complete, and current information for eligibility, application, registration, payment and all other purposes. If, at any time, any information you have provided us becomes inaccurate, you agree to promptly provide us the additional information necessary to make the information you previously provided true and complete in all material respects. You are responsible for all statements made and acts that occur through the use of your user ID and password, and for all instructions entered through and under your user ID and password, including those submitted on your behalf by authorized users.

Indemnification

If you are the primary user or an authorized user performing transactions from an account, you agree to indemnify the Bank and hold us harmless from and against any and all claims, demands, expenses (including, but not limited to, reasonable attorney fees and costs), losses or damages claimed by any third parties (including, but not limited to, any persons authorized to perform transactions) arising out of (i) any transactions or attempted transactions covered by this agreement or (ii) your breach of this agreement.

If we initiate any legal action to collect money owed to us under this agreement or any related agreements, including any counterclaim, you agree to pay all of our costs for such action, including any reasonable attorneys' fees. This provision does not apply to action in connection with any credit account. In such cases the credit agreement will govern these costs.

Amendment and Termination

We have the right to modify or amend this agreement as allowed by law. Any modifications or amendments by us shall be effective thirty (30) days after we send notice of the amendments to you. Either you or the Bank may terminate this agreement at any time by giving written notice to the other, but the termination of this agreement does not terminate your account(s) with us. Closing the account(s), which you access with Online and Mobile Services, terminates this agreement simultaneously. The Bank may also cancel your privilege to use Online and Mobile Services, even without telling you in advance.

Internet Gambling

You agree not to process transactions that are restricted under the Unlawful Internet Gambling Enforcement (UIGEA). Internet gambling transactions are prohibited and should not be processed through any accounts.

Governing Law

This Agreement will be governed by and interpreted in accordance with federal and state laws and regulations. You are responsible for compliance with any applicable federal, state and local laws and regulations.

Privacy Statement Mobile App Supplement

bankESB's mobile apps utilize features on your device to improve performance and help prevent fraud.

The type of information we may collect regarding your mobile device can include:

- Device settings
- Unique device identifiers
- Information about your location
- Analytical information that may assist with diagnostics and performance

Some information is collected automatically and does not require any action on your part. For your convenience, you may be asked to grant permission to access features on your mobile device, which may include but is not limited to, the following:

<i>Permission:</i>	<i>Allows Access to:</i>	<i>Used For:</i>
Access to external storage file	Files/media on the device	Secure message attachments
Audio	The device's microphone	Chat
Camera	The device's camera	Mobile remote deposit
Contacts	Contacts on the device	<ul style="list-style-type: none"> • Person to Person Payment/Recipient List • Sharing of App
Location	Your location	Map

Relationship to Privacy Statement

This bankESB Mobile Privacy Policy supplements bankESB's Privacy Statement and in the event of any inconsistency between the two, the Privacy Statement shall govern.