

## **Internet Banking Terms and Conditions Agreement**

This Agreement describes your rights and obligations as a user of Cape Ann Savings Bank Online Banking Services (“Service” or “Services”). It also describes the rights and obligations of Cape Ann Savings Bank. Please read this Agreement carefully. As an authorized account holder, you must abide by the terms and conditions of this agreement, and those provided to you at account opening, in order to use this Service. Terms and Conditions for Bill Payment Services are covered under a separate e-Pay Service Agreement.

### **CUSTOMER DISCLOSURE AND AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS**

By selecting the "I Accept" button below, you are (1) acknowledging your receipt of the information listed below, (2) agreeing that any contract you enter into with Cape Ann Savings Bank for the provision of certain Online Banking Services, will be in electronic form, and (3) agreeing that certain information that may be delivered in connection with Online Services may also be in electronic form.

You are also acknowledging receipt of the following information and agree that:

\* We may provide you with this Agreement and any revisions and amendments thereto in electronic form, and that, if you choose to accept the Agreement, you are consenting to enter into and are entering into an agreement electronically that will govern all future transactions you conduct using the Service.

\* We may provide you with revisions and amendments to the Agreement and such other information, including but not limited to information under Regulation E and under other applicable banking or financial services laws or regulations in connection with the Service, electronically as a part of the Agreement or otherwise as a part of the Services. While you may print and retain a copy of the Agreement or any information provided to you in relation to the Service, we only provide these documents electronically.

\* You have the right to withdraw your consent to receive information electronically at any time. However, because the Agreement and the Information are only provided electronically, withdrawal of your consent will terminate all Online Banking Services.

If you wish to withdraw consent to receive information electronically, to terminate the Services, or to update any of your information, such as a change of address or email address, you may call Cape Ann Savings Bank at (978) 283-0246, (888) 283-2272 or you may email the Bank at [bankonline@casbank.com](mailto:bankonline@casbank.com) . Please follow up your telephone and email requests with a letter and mail it to: Cape Ann Savings Bank, Attn: Retail Internet Banking Dept., P.O. Box 330, Gloucester, MA 01930

\* You are able to access information that is provided in the same manner as the information and the Services via the Internet.

## DEFINITIONS

The following definitions apply in this Agreement.

"Online Banking" is the Internet-based service providing access to your account(s) under the terms set forth in this Internet Banking Terms and Conditions Agreement

"Online Account" is a Cape Ann Savings Bank account from which you will be conducting transactions using a Service.

"Bill Payment" is the Internet-based service providing payments to Cape Ann Savings Bank or to third parties from your designated Cape Ann Savings Bank account(s).

"Bill Pay Account" is the transaction account from which you are initiating a Bill Payment.

"Business Day" refers to Monday through Friday, excluding holidays as determined by Cape Ann Savings Bank. All Online transaction requests received after 7:00 p.m. EST, or on a non-Business Day, will be processed immediately, but will not appear in the online history until the following Business Day.

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

"Time of day" references are to Eastern Standard Time or Eastern Daylight Savings Time.

"We," "us" "our" or "Bank" refer to Cape Ann Savings Bank, which offers the Services provided under this Agreement and holds the accounts accessed by the Services.

## ACCESS TO SERVICES

Cape Ann Savings Bank will provide online instructions describing how to use the Online Banking Service. To gain access to this Service you will need your Access ID and your Password.

## HOURS OF OPERATION

The Services are generally available 24 hours-a-day, 7 days a week, except during special maintenance and upgrade periods, which regularly would be scheduled between 12:00 a.m. and 5:00 a.m. Monday mornings.

## USE OF YOUR SECURITY PASSWORD

The safety of our customers' accounts and account information is important to us. We go through great lengths to protect confidentiality and the security of your account. You agree not to allow anyone to gain access to the Services or to let anyone know your Password used with the Services. You agree to assume responsibility for all transactions initiated through the Services

with your Cape Ann Savings Bank Access ID. If you disclose your Access ID or User Password to anyone, you are responsible for any transactions performed by that person. A Cape Ann Savings Bank Representative will never contact you via email or telephone requesting your Access ID or User Password.

#### IF YOUR PASSWORD HAS BEEN LOST OR STOLEN

If your Password has been lost or stolen, call the Bank immediately at (978) 283-0246 or (888) 283-2272 during normal business hours. Normal business hours are:

Monday – Wednesday 8:30 A.M. – 4:00 P.M. Thursday 8:30 A.M. – 7:00 P.M. Friday 8:30 A.M. – 5:00 P.M. Saturday 8:30 A.M. – 12:00 Noon

Telephoning Cape Ann Savings Bank is the best way of minimizing your losses. You may also restore the security of your Service by immediately changing your Password. If you believe your Password has been lost or stolen and you notify us within two Business Days after you learn of the loss or theft, you can lose no more than \$50.00 if someone uses your Password to conduct unauthorized electronic funds transfers without your permission.

#### BANKING TRANSACTIONS WITH ONLINE BANKING

In addition to viewing account information, you may use Online Banking to conduct the following transactions:

\* Transfer funds among your linked checking, statement savings, money market, loan and line of credit accounts.

NOTE: Because regulations require Cape Ann Savings Bank to limit pre-authorized transfers (including Online Banking transfers), the following limitations apply:

\* Statement Savings Account-- You can make no more than six (6) transfers per statement period by pre-authorized or automatic transfer, or by telephone or Online Banking.

\* Money Market Savings Account-- You can make no more than six (6) transfers per statement period by pre-authorized or automatic transfer or by telephone or Online Banking, including any done by check, draft or debit card.

\* Initiate bill payments (when applicable).

New services may be introduced for Online Banking from time to time. Cape Ann Savings Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you concerning these services.

#### STATEMENTS

You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account.

#### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS:

Telephone us at (978) 283-0246 or (888) 283-2272 or write us at Cape Ann Savings Bank, Attn: Retail Internet Banking Dept., P.O. Box 330, Gloucester, MA 01930.

Notify us as soon as possible if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the first statement on which the problem or error appeared.

- Tell us your name and account number.
- Describe the error or transfer you are unsure about and explain as clearly as you can why you believe it is in error or why you need more information.
- Tell us 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 will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will 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 credit your account.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may inspect or ask for copies of the documents that we use in our investigation. If there is no error, we may impose on you a reasonable charge for making such reproductions.

#### LIMIT OF CAPE ANN SAVINGS BANK'S RESPONSIBILITY

Cape Ann Savings Bank agrees to make reasonable efforts to ensure full performance of Online Banking. Cape Ann Savings Bank will be responsible for acting only on those instructions sent through Online Banking which are actually received, and cannot assume responsibility for circumstances over which the Bank has no direct control. This includes but is not limited to, the failure or malfunctions in communication facilities, which may affect the accuracy or timeliness of messages you send. Cape Ann Savings Bank is not responsible for any losses should you give incorrect instructions, or if your payment instructions are not given sufficiently in advance to allow for timely payment or delays in mail service.

Cape Ann Savings Bank is not responsible for any fees incurred for Internet access, or for any

computer virus or related problems that may be attributable to services provided by any Internet access service provider.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for performing Online Banking. Cape Ann Savings Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

The limit of Cape Ann Savings Bank's liability shall be as expressly set forth herein. Under no circumstances will Cape Ann Savings Bank be liable in contract, tort, or otherwise for any special, incidental, or consequential damages, whether or not foreseeable. By consenting to use the Services, you agree to waive any and all right to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

#### RESPONSIBILITY OF CAPE ANN SAVINGS BANK

Cape Ann Savings Bank will be responsible for your actual losses if they were directly caused by our failure to:

- \* Complete an Electronic Funds Transfer as properly requested
- \* Cancel an Electronic Funds Transfer as properly requested.

However, we will not be responsible for your losses if:

- \* Through no fault of Cape Ann Savings Bank, you do not have enough money in your account to make the transfer.
- \* Through no fault of Cape Ann Savings Bank, the transaction would have caused you to exceed your available credit.
- \* Circumstances beyond our control (e.g., fire, flood, power outage, mail delivery delays, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken.
- \* There is a hold on your account, or if access to your account is blocked in accordance with banking policy.
- \* Your funds are subject to legal process or other encumbrance restricting the transfer
- \* Your transfer authorization terminates by operation of law.
- \* You believe someone has accessed your accounts without your permission and you fail to notify Cape Ann Savings Bank immediately.
- \* The Bank has a reasonable basis for believing that unauthorized use of your Password or account has occurred or may be occurring, or if you default under this Agreement, the Deposit Account Agreement, a credit agreement, or any other agreement with us, or if this agreement is terminated.

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.

#### ELECTRONIC MAIL (EMAIL)

Email is not a secure means of transmitting information. For your protection, the Cape Ann Savings Bank does not send out confidential or private information in email messages. Also for your protection, do not include any confidential or private information in email that you are sending to the Cape Ann Savings Bank, such as, account numbers, social security numbers or passwords.

If you send Cape Ann Savings Bank an electronic mail message through the Service, the Bank will be deemed to have received it on the following Business Day. Emails will be answered within a reasonable timeframe. You should not rely on electronic mail if you need to communicate with Cape Ann Savings Bank immediately (e.g., if you need to report an unauthorized transaction from one of your accounts, or if you need to stop a payment that is scheduled to occur). In these cases you should call the Bank at (978) 283-0246 or (800) 283-2272. In addition to your email or telephone call please provide the Bank with a follow-up letter and send it to: Cape Ann Savings Bank, P.O. Box 330, Attn: Retail Internet Banking Services, Gloucester, MA 01930.

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

#### OTHER AGREEMENTS

In addition to this Agreement, you and Cape Ann Savings Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts at Cape Ann Savings Bank, including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule at the end of this Agreement. We will automatically deduct any fees related to this Service from your account each month. All terms and conditions of the disclosures provided to you at account opening, including but not limited to, the Truth in Savings, Regulation E Disclosure, Depositor's Agreement and Terms and Conditions apply to this Service.

#### MODIFICATIONS TO THIS AGREEMENT

Cape Ann Savings Bank may modify the terms and conditions applicable to either Service from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records, and the revised terms and conditions shall be effective at the earliest date

allowed by applicable law. We may send any notice to you via electronic mail and you will have been deemed to have received it three (3) days after it is sent. We reserve the right to terminate this Agreement and your use of the Services in whole or in part at any time without prior notice if you violate the terms of your account agreement(s).

#### DISCLOSURE OF INFORMATION TO THIRD PARTIES/ PRIVACY POLICY

A copy of Cape Ann Savings Bank's Consumer Privacy Statement is available upon request at any of our branches, or can be mailed to you upon request by calling Cape Ann Savings Bank at (978) 283-0246 or (888) 283-2272, or writing a letter and sending it to:

Cape Ann Savings Bank  
Attn: Retail Internet Banking Dept.  
P.O. Box 330  
Gloucester, MA 01930

You can also access our Policy online by clicking on the Privacy Policy icon on the Cape Ann Savings Bank Website.

#### INACTIVITY / TERMINATION

You are responsible for complying with all the terms of this Agreement and with the terms of the agreement governing the deposit accounts which you access using electronic banking services. We can terminate your Online Banking privileges under this Agreement without notice to you for any reason; or if you do not pay any fee required by this Agreement when due, if you do not comply with the Agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing. We will promptly notify you if we terminate this Agreement or your use of the services for any other reason.

If you are not paying a monthly service charge for the Service, we may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 6 mont period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

To cancel the Online Banking Service, you must notify Cape Ann Savings Bank. Your notification should include your name, address and the effective date to stop the service(s). You may notify the Bank by one of the following methods:

- \* By email to [bankonline@casbank.com](mailto:bankonline@casbank.com)
- \* By telephone to (978) 283-0246 or (978) 283-2272
- \* By letter to Cape Ann Savings Bank, Attn: Retail Internet Banking Dept., P.O. Box 330, Gloucester, MA 01930

#### GOVERNING LAW

This Agreement is governed by the laws of the State of Massachusetts and applicable federal law(s).

#### FEE SCHEDULE

Cape Ann Savings Bank offers the benefits and convenience of the Online Banking service to you at no monthly charge. Account research, stop payment charges and Bill Pay Services will be assessed at the rates published in Cape Ann Savings Bank's Miscellaneous Schedule Fees Brochure and deducted from your related account(s) you hold at Cape Ann Savings Bank.

These fees are subject to change. Cape Ann Savings Bank will notify you in writing regarding any fee changes at least thirty (30) days in advance of the effective date of these changes.

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