



DR BANK

ONLINE BANKING SERVICES AGREEMENT

1. Scope of Agreement; Definitions; Electronic Records and Signature.

- a. **Scope of Agreement.** This Online Banking Services Agreement governs your use of DR Bank's Online Banking Services (the "Services"), including mobile banking and mobile deposit services, all as described in this Agreement. Please print a copy of this Agreement for your records. By subscribing to or using DR Bank's Online Banking Services, you agree to the terms and conditions in this Agreement and any changes in such terms and conditions as DR Bank may make from time to time in accordance with applicable provisions of this Agreement. The terms, provisions and conditions of this Agreement do not replace, but supplement, any and all other agreements that govern any Account maintained by you at Bank. This Agreement does not replace, but supplements, any and all other agreements you have with the Bank for other services provided to you by the Bank. In the event of a conflict between this Agreement and any agreement governing an Account, this Agreement shall control. In the event of a conflict between this Agreement and any agreement governing another service provided by the Bank to you, this Agreement shall control. The Bank reserves all rights not expressly granted to you in this Agreement.
- c. **Definitions.** For the purposes of this Online Banking Services Agreement, "Agreement" refers to this Online Banking Services Agreement. "Account" or "Accounts" refer to your eligible DR Bank deposit or loan accounts that can be accessed through the Online Banking Services. Eligible deposit accounts include savings accounts and checking accounts, but not passbook accounts. "Online Banking", "Online Banking Services", "Services" or "Service" refer to the suite of services that we make available for you pursuant to this Agreement. "We", "us", "our" and "Bank" refers to DR Bank. "You", "your" and "Customer" refer to all Account owners and any individuals authorized to access your Account(s), any individual who accepts this Agreement, and any individual who uses the Online Banking Services on your behalf. "Site" means any web site from which we offer and you can access the Services. "Business Day" means every day except Saturdays, Sundays and Federal holidays.

2. Online Banking Services. The Online Banking Services enable you to:

- Access Account balances.
 - Review Account activity.
 - View images of paid checks.
 - View pending transactions.
 - Transfer funds between Accounts.
 - Make Person to Person transfers.
 - Make Bank to Bank transfers.
 - Pay a DR Bank loan payment.
 - Place a stop payment on any check you wrote drawn on a DR Bank Account.
 - Pay bills using the Online Bill Payment Service.
 - Subscribe to Account alerts.
 - Complete and submit secure forms to the Bank.
 - Send secure messages and transaction inquiries to the Bank.
 - Deactivate and activate automated teller machine and debit cards
- The Online Bill Payment Service enables you to:
- Pay most bills from your checking account.
 - Add, change and delete payments.
 - Establish, modify or cancel future and recurring bill payments and transfers.

We may provide the Services through one or more service providers (each a "Service Provider") that we have engaged to render some or all of the Services to you on our behalf. However, notwithstanding that we have engaged such a Service Provider to render some or all of the Services to you, we are the sole party liable to you for any payments or transfers conducted using the Services and we are solely responsible to you and any third party to the extent any liability attaches in connection with the Services. 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.

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, 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, and text messages.

3. Security; Authorized Persons.

You will use a user ID ("User ID") and a password, and/or such other security and authentication techniques as we may require from time to time, to access your Accounts through the Service. We may also require additional security procedures to initiate certain transactions. We may also require the use or activation of specific applications, Internet browser software features, plug-ins and add-ons, such as "cookies," in order to utilize the Service. We may also acquire detailed information concerning the computers and handheld devices you use to access the Service, including telephone numbers and unique internal and network identifiers for your computers and handheld devices, in order to facilitate and enhance secure access to the Service.

If you permit an authorized person to have access to your Account, including through Online Banking, each such person individually has the right to provide us with instructions, make any decision, obtain any information or make any request associated with the Account and related Online Banking Services. You agree that each of your authorized persons will be acting as your agent and will be bound by this Agreement and any separate agreement or addendum governing the Account or Online Banking Service. We may rely and act on the instructions of any such person without incurring liability to you. All transactions that an authorized person performs on an Account or Online Banking Service, including those you did not want or intend, are transactions authorized by you. You are solely responsible for those transactions, and we are not responsible for them. However, If you notify us that an authorized person is no longer authorized, only transactions that you did not want or intend and that the authorized person performs after you notify us, and we have a reasonable opportunity to act on the notice, will be considered unauthorized transactions.

From time to time, we may offer tools in Online Banking or through other channels for managing the authority of some of your authorized persons. These tools permit you, either directly or through us, to limit or control the access that certain of your authorized persons will have to, or tasks they can perform with, an Account or Online Banking Service. You agree that you, and not we, are responsible for supervising all of your authorized persons and monitoring the actions they take on your behalf, whether or not we provide such tools for managing their authority.

4. Account Ownership and Access. You warrant and represent that you are a legal owner of the Accounts that are accessible to you through use of the Online Banking Services. By accessing the Accounts through use of the Online Banking Services, you represent that you are not violating the rights of any other person, nor is the consent of any third person required for you to obtain information or conduct transactions on the Accounts. You also represent that you are authorized to permit the Bank or any third-party vendors of the Bank to use any information submitted by you to configure the Online Banking Services to be compatible with the Accounts and, as applicable, any Device.

You may not use the Bank's Online Banking Service to open accounts for a minor or in a fiduciary capacity, such as an agent under a power of attorney, a conservator, custodian or guardian for another person, or a trustee.

5. Transaction Limits. Bank may establish limits on the dollar amount, number of items and/or number of transfers, payment and deposits you make through the Services from time to time. If we accept a deposit in excess of these limits, such acceptance does not obligate us to accept a transaction in excess of these limits in the future. Any transaction in excess of these limits accepted by us will remain subject to all of the terms and conditions of this Agreement.

6. ACH Authorization. You acknowledge that the DR Bank online deposit account opening process allows you to authorize the Bank to electronically transfer funds, on a one-time basis, via the automated clearing house ("ACH") from your deposit account at another financial institution (the



“Funding Account”) for the purpose of funding an opening deposit for the Bank deposit account you have applied to open at the Bank. You will identify your Funding Account during the process of opening an account with Bank online by providing the Funding Account’s account number, type of account, and the routing transit number for the financial institution that holds your Funding Account. You also authorize the Bank to obtain this information from such financial institution by providing the Bank with the credentials you use to access the online banking service at such financial institution. You also authorize Bank to convert any check drawn on your Funding Account to an ACH debit entry to your Funding Account. You hereby represent and warrant that you have all necessary right, power and authority to withdraw funds from your Funding Account without authorization from any other person. Should an incorrect amount be withdrawn from your Funding Account or credited to the account you open at Bank, you authorize Bank to correct the error by debiting/crediting the applicable account. This authorization will remain in full force and effect until Bank receives written notification from you of its termination in such time and in such manner as to afford Bank a reasonable opportunity to act on it. You will send such notice to: DR Bank, Customer Care Center, P.O. Box 1045, Darien, CT 06820. You may write to us at this address to request a paper copy of this ACH authorization.

7. **Bill Payment Service.** Bank’s bill payment service is governed by the Terms of Service provided to you and executed by you separately.
8. **Mobile Banking Services.** The Services enable you to use a mobile Device to perform certain transactions on your Accounts, access information about your Accounts and initiate or perform additional banking functions. To access our full suite of Mobile Banking Services (defined below), your cellular telephone or other wireless communication device must be Internet enabled and connected to the Internet through your mobile communication service provider. To use any of our Mobile Banking Services, you must first be enrolled in Online Banking with the Bank.
 - A. **Definitions.** For the purposes of this Mobile Banking Services section of the Agreement, “Mobile Banking Services” refers to the Online Banking Services described in this section of the Agreement. “Device” means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic.
 - B. **Requirements.** You understand and agree that you at your sole cost and expense must use a mobile Device that meets all technical requirements for the proper delivery of the Mobile Banking Services and that fulfills your obligation to obtain and maintain secure access to the Internet. Currently, the Service is only accessible through Devices that run on the iOS and Android mobile operating systems. You understand and agree that you may also incur, and shall pay, any and all expenses related to the use of the Mobile Banking Services, including, but not limited to, telephone service or Internet service charges. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Mobile Banking Services. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Mobile Banking Services and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, upgrades and replacements. Bank is not responsible for, and you hereby release Bank from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet. Bank is not responsible for, and you hereby release Bank from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your computer hardware or software, or failures of or interruptions in any electrical, telephone or Internet services. Bank hereby advises you, and you hereby agree to scan your computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses.
 - C. **Format of Mobile Banking Services.** The Mobile Banking Services may be provided in one or more formats, including without limitation, a downloadable application (“Application”), and mobile web browser. Not all methods will be available on all Devices. Certain Online Banking functions and features may not be available with every format or method by which we deliver or you receive the Mobile Banking Services. You agree to provide accurate source identification (i.e. the Device’s mobile phone number for SMS messages) of any SMS messages sent by you. **YOU ACKNOWLEDGE THAT THESE MESSAGES MAY INCLUDE INFORMATION THAT IS CONSIDERED CONFIDENTIAL UNDER FEDERAL AND STATE LAW,**



AND SOMEONE WHO HAS ACCESS TO YOUR SMS HISTORY OR E-MAIL ACCOUNT MAY BE ABLE TO VIEW THEIR CONTENT.

The Bank may change the Mobile Banking Services at any time and refuse to process any transaction through the Mobile Banking Services. You are required to know and understand how to use the Mobile Banking Services, as they may be changed or upgraded from time to time. The Bank shall not be liable to you for any losses caused by your failure to properly use either the Mobile Banking Services or your Device. You acknowledge that there may be transactions on your Account that are not yet reflected on information displayed through the Mobile Banking Services, and consequently the Bank does not guarantee that the information conveyed by the Mobile Banking Services is up to date or accurate. Except as otherwise required by law, the Bank is also not liable for any delays, failure to deliver, or misdirected delivery of any communication; for any deletions or failure to store any user data; for any personalization settings; for any errors in the content of a communication; or for any actions taken or not taken by the Bank or any third party in reliance on a communication.

The Bank will send you by alerts by email, which may be received by SMS text message (with an opportunity to opt-out via the Application or Device), directly relating to the Mobile Banking Services. The Bank will not send you advertisements or promotions by SMS text message service. The Bank may send you by e-mail and/or by other methods, communications relating to the Mobile Banking Services including without limitation advertisements and/or promotions of all kinds to the extent consistent with the Bank's privacy policy, Licensor's policies, and in compliance with the Graham-Leach-Bliley Act (P.L. 106-102).

- D. **Accurate Information.** You warrant and represent that all information that you provide to the Bank in connection with the Mobile Banking Services is accurate, current and complete. You will not misrepresent your identity or Account information to the Bank. YOU AGREE THAT THE BANK WILL NOT BE LIABLE FOR ANY COSTS, FEES, LOSSES OR DAMAGES OF ANY KIND INCURRED AS A RESULT OF ANY INACCURACY, INCOMPLETENESS OR MISINFORMATION CONTAINED IN THE INFORMATION THAT YOU PROVIDE TO THE BANK.
- E. **Security.** The same credentials (User ID and password) that you use for Online Banking will also be used when accessing the Mobile Banking Services. You agree to use the Mobile Banking Services carefully, to keep User ID's, passwords, security information, PINs or other authorization credentials for using the Mobile Banking Services confidential and secure and not share them with others. The Bank shall be entitled to presume that any person using your User ID and password or possessing your security information is authorized to receive information about and perform transactions on the accounts accessible through use of the Mobile Banking Services. You agree not to leave your Device unattended while logged into the Mobile Banking Services and to log out immediately at the completion of each mobile banking session. EXCEPT AS OTHERWISE REQUIRED BY LAW, YOU AGREE THAT THE BANK WILL NOT BE LIABLE FOR ANY LOSS THAT YOU MAY INCUR AS A RESULT OF SOMEONE ELSE USING YOUR USER ID, PASSWORD, SECURITY INFORMATION OR ACCOUNT, EITHER WITH OR WITHOUT YOUR KNOWLEDGE. FURTHERMORE, THE BANK IS NOT LIABLE TO YOU FOR ANY LOSSES INCURRED AS A RESULT OF THE THEFT, LOSS OR MISAPPROPRIATION OF YOUR DEVICE OR LOSSES INCURRED AS A RESULT OF THE THEFT, LOSS OR MISAPPROPRIATION OF ANY DATA OR INFORMATION STORED ON YOUR DEVICE.
- F. **Lost or Stolen Mobile Device or Password; Unauthorized Transfers.** If you believe your Device, User ID, password, security information or any other authorization credential has been lost, stolen compromised or that someone has transferred or may transfer funds from your Account without your authorization, contact us AT ONCE at 1-800-361-5363. The best way to minimize your loss is to contact us immediately.
- G. **No Commercial Use or Resale.** You agree that the Mobile Banking Services are only for the personal use of individuals authorized to access your Account information. You agree not to make any commercial use of the Mobile Banking Services or resell, lease, rent or distribute access to the Mobile Banking Services.
- H. **Termination.** You will have access to the Mobile Banking Services until terminated by the Bank, by you, or by a third party such as your Carrier or Device vendor. You may cancel



participation in the Mobile Banking Services by following the steps provided for in the downloadable Application or in the Online Banking system. You can remove the downloadable Application from your Device or otherwise unsubscribe from the applicable Mobile Banking Services. You agree that the Bank or its third-party vendors may change or cancel the Mobile Banking Services, or may suspend your access to the Mobile Banking Services at any time without notice and for any reason, including but not limited to your non-use of the Mobile Banking Services. The Bank and its third-party vendors shall not be liable for any modification or discontinuance of the Mobile Banking Services. Termination shall not affect your liability under this Agreement for transactions commenced or accepted by the Bank on your behalf.

9. **Mobile Deposit Services.** The Services described in this Mobile Deposit Services section are designed to enable you to make deposits of paper checks (“Original Checks”) to your checking, savings, or money market accounts from home or elsewhere by using your camera-enabled mobile Device to capture digital images of the Original Checks and then transmitting the digital images and associated deposit information (“Images”) to us or our designated processor.

- . **Definitions.** For the purposes of this Mobile Deposit Services section of the Agreement, “Mobile Deposit Services” refers to the Online Banking Services described in this section of the Agreement. “Device” means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic.
- a. **Eligibility.** In order to be eligible to use the Mobile Deposit Services, you must be an individual or joint accountholder (consumers) on checking, savings or money market Accounts at the Bank. You may use the Mobile Deposit Services only for personal, family or household use and not for business or commercial purposes. Furthermore, you must be a registered Online Banking user and you must have satisfied the Bank’s qualification requirements.
- b. **Qualifications.** Use of the Mobile Deposit Services is a privilege that we may provide to you when you satisfy certain criteria as may exist and be modified from time to time. In addition, the Mobile Deposit Services may be withdrawn/withheld/suspended by us at any time and without prior notice or reason or cause.
- c. **Requirements.** You understand and agree that you at your sole cost and expense must use a mobile Device that meets all technical requirements for the proper delivery of the Mobile Deposit Services and that fulfills your obligation to obtain and maintain secure access to the Internet. Currently, the Service is only accessible through Devices that run on the iOS and Android mobile operating systems. You understand and agree that you may also incur, and shall pay, any and all expenses related to the use of the Mobile Deposit Services, including, but not limited to, telephone service or Internet service charges. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Mobile Deposit Services. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Mobile Deposit Services and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, upgrades and replacements. Bank is not responsible for, and you hereby release Bank from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet. Bank is not responsible for, and you hereby release Bank from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your computer hardware or software, or failures of or interruptions in any electrical, telephone or Internet services. Bank hereby advises you, and you hereby agree to scan your computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses.
- d. **Required Information and Image Quality.** Each Image must provide all information on the front and back of the Original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the Original Check, MICR information, signature(s), any required identification written on the front of the Original check and any endorsements applied to the back of the Original Check. You agree to restrictively endorse any item transmitted through the Mobile Deposit Services as "For mobile 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 Services as the Bank may establish from time to time.

- a. Each Image 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, American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.
- e. **Fees and Charges.** You agree to pay for the Mobile Deposit Services in accordance with the Bank's "Schedule of Fees and Charges" for deposit accounts and as it may be amended from time to time. We may add to, enhance or otherwise change the Mobile Deposit Services and by using such added or enhanced features, you agree to any applicable fees and charges. Currently, there is no charge for the Mobile Deposit Services.
- f. **Eligible Items.** You hereby agree that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"). You agree that the Image of the check that is transmitted to Bank (each such check and other item a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You also acknowledge and agree that deposits that you make using this Mobile Deposit Services are not "Electronic Fund Transfers" as that term is defined in the Electronic Fund Transfer Act and its implementing regulation, Regulation E.
- g. **Permitted Items.** You agree to use the Mobile Deposit Services to deposit only the following checks to your checking, savings or money market account at Bank:
 - Checks that are properly payable to you or to another person that owns the Account to which the check is being deposited;
 - Checks that are drawn on a financial institution that is located within the United States or Territories of the United States;
 - Checks that are not prohibited by the Bank's then current procedures and are not in violation of any law, rule or regulation.
- h. **Prohibited Items.** You agree that you will not use the service to deposit any checks to your checking, savings or money market account at Bank as follows (each a "Prohibited Check"):
 - Checks that are payable to any person or entity other than you or another owner of the Account that the check is being deposited into;
 - Checks or items drawn or otherwise issued by you or any other person on any of your Accounts or any Account on which you are an authorized signer or joint account owner;
 - Checks that you know or suspect or should know or suspect are altered on the front of the check or item or otherwise not authorized by the owner of the account on which the check or item is drawn;
 - Checks that have previously been submitted through the Mobile Deposit Services, the Bank's remote deposit capture (RDC) service or through a mobile deposit capture or remote deposit capture service offered by any other financial institution;
 - Checks that have been previously returned unpaid by the financial institution on which they are drawn;
 - Checks that are prohibited by Bank's then current procedures pertaining to the Mobile Deposit Services or are in violation of any law, rule or regulation or which are otherwise not acceptable under the terms of the Bank's Deposit Account Agreement;
 - Checks on which the numerical and written amount are different;
 - Checks that are dated more than six (6) months prior to the date of deposit;
 - Checks that are in any way incomplete;
 - Checks that are payable jointly, unless deposited into a deposit Account in the name of all payees;
 - Checks that have not been previously endorsed by a bank and are either "substitute checks" (as defined in Regulation CC or other applicable federal law or regulation)



or “image replacement documents” that purport to be substitute checks, without Bank’s prior written consent;

- Checks that are remotely created checks as defined in Regulation CC or are remotely created payment orders.
- Checks that are not payable in United States currency;
- Checks that are drawn on financial institutions that are located outside of the United States or Territories of the United States;
- Checks that have any endorsement on the back other than that specified in this Agreement;

If you deposit a Prohibited Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorney’s fees) that Bank may incur associated with any warrant, indemnity or other claim related thereto. Furthermore, if after first having obtained Bank’s written consent to do so, you use the Mobile Deposit Services to provide Bank with an electronic representation of a substitute Check for deposit into an Account instead of an Original Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorney’s fees) Bank incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

- i. **Receipt of Deposit.** All Images processed for deposit through the Mobile Deposit Services will be treated as “deposits” under this Agreement and the Bank’s Deposit Account Agreement. We will not be deemed to have received an Image for deposit until we have confirmed completion of your deposit. If, on any business day, you transmit a deposit using the Mobile Deposit Services before 4:00 p.m. Eastern Time, the Bank will consider that day to be the day of deposit. You will receive a message from us through Online Banking confirming your deposit. However, we may reject your deposit at any time after you have submitted it for processing. If we reject a deposit you will receive a message from us through Online Banking (usually on the same business day you made your deposit, but after 4:00 p.m. Eastern Time). Deposits transmitted to us after 4:00 p.m. Eastern Time will be processed the next business day. Every day is a business day except Saturdays, Sundays and Federal holidays.
- j. **Funds Availability.** Funds from items deposited using the Mobile Deposit Services will generally be available on the business day after the day of your deposit. However, the Bank may make such funds available later based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information and such other factors as Bank, in its sole discretion, deems relevant. You agree that Bank is not liable to you in the event it delays availability of funds from such deposits.
- k. **Retention and Disposal of Transmitted Items.** Upon your receipt of confirmation from the Bank that your deposit is complete, you will write “Deposited via Mobile” and the date of the deposit on the Original Check. You will then securely store the Original Check for seven (7) days and make the Original Check accessible to us at our request before it is destroyed. Upon our request, you will deliver to us within two (2) business days, at your expense, the requested Original Check in your possession. If not provided in a timely manner, such amount may be reversed from the Account in which the item was originally deposited. When the seven (7) day retention period expires, you will destroy the Original Check by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an Original Check, the Image will be the sole evidence of the Original Check.
- l. **Returned Deposits.** Any checks deposited through the Mobile Deposit Services are provisionally credited to your Account. As used herein, “Provisionally” means that the deposit is made to your Account subject to final payment of the Checks and subject to the terms of the Bank’s Deposit Account Agreement. If Original Checks deposited through the Mobile Deposit Services are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason including, but not limited to, issues relating to the quality of the Image, you agree that an Original Check will not be returned to you, but that we may charge back the amount of the Original Check and provide you with an Image of the Original Check, a paper reproduction of the Original check or a substitute check. You will reimburse us for all loss, cost, damage or



expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an Original Check if it has been charged back to you. We may debit any of your Accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made in a timely manner.

- m. **Availability of the Mobile Deposit Services.** The Mobile Deposit Services are generally available 7 days a week, 24 hours a day. At certain times, the Mobile Deposit Services may not be available due to system maintenance or technical difficulties, including those of the wireless service provider, the software or circumstances beyond our control. The Bank is not responsible for the unavailability of the Mobile Deposit Services or any damages that may result from its unavailability and the Bank is not responsible for providing an alternate method of remote deposit if the Mobile Deposit Services are not available. If you are not able to use the Mobile Deposit Services to make deposits, you may physically mail or deliver your deposits to our retail banking offices or through our ATMs that accept deposits. The deposit of Original Checks at a retail banking office or at an ATM will be governed by the terms and conditions contained in Bank's Deposit Account Agreement and not by the terms of this Agreement.
- n. **Compliance with Law.** You will use the Mobile Deposit Services for lawful purposes and in compliance with all applicable laws, rules and regulations. You agree to comply with all existing and future operating procedures used by Bank for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulation, orders, guidelines, operating circulars and pronouncements, affecting Checks and items, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and any clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. These procedures, rules, regulations, and laws (collectively the "Rules") are incorporated herein by reference. In the event of conflict between the terms of this Agreement and the Rules, the Rules will control.
- o. **Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the Image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible Images to us or if the Mobile Deposit Services are used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable Images to us.
- p. **Your Indemnification Obligation.** You understand and agree that you are required to indemnify us and hold us harmless, including our affiliates, officers, employees and agents against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees and expenses arising from your use of the Mobile Deposit Services and/or breach of this Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.
- q. **Cooperation with Investigation.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by producing upon request and without further cost, any originals or copies of items deposited through the Mobile Deposit Services in your possession and your records relating to such items and transmissions.
- r. **Ownership and License.** You agree that Bank and/or its service provider(s) retain all ownership and proprietary rights in the Mobile Deposit Services, associated content, technology and website(s). Your use of the Mobile Deposit Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, your breach of this Agreement immediately terminates your right to use the Mobile Deposit Services. Without limiting the restriction of the foregoing, you may not use the Mobile Deposit Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Bank's business interest, or (iii) to Bank's actual or potential economic disadvantage in any aspect. In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Mobile Deposit Services, copy or reproduce all or any part of the technology



or Mobile Deposit Services; or interfere, or attempt to interfere, with the technology or Mobile Deposit Services.

10. **Disclaimer of Warranties.** YOU AGREE YOUR USE OF THE ONLINE BANKING SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE EXTENT ALLOWED BY LAW, WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE ONLINE BANKING SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THE ONLINE BANKING SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE ONLINE BANKING SERVICES WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE ONLINE BANKING SERVICES OR TECHNOLOGY RELATED TO THE SERVICE WILL BE CORRECTED. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY BANK EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR THE SERVICE TO BE PERFORMED PURSUANT HERETO.

THE BANK MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, IN LAW OR IN FACT, TO YOU OR TO ANY OTHER PERSON AS TO ANY COMPUTER HARDWARE, SOFTWARE OR EQUIPMENT IN CONNECTION WITH THE ONLINE BANKING SERVICES, INCLUDING, BUT NOT LIMITED TO, YOUR MOBILE DEVICE OR RELATED EQUIPMENT, YOUR COMPUTER SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, OR AS TO THE SUITABILITY OR COMPATIBILITY OF THE BANK'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR AS REQUIRED BY LAW, YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THE ONLINE BANKING SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW. ANY PROVISION IN THIS AGREEMENT, ANY OTHER AGREEMENT OR THE RULES TO THE CONTRARY NOTWITHSTANDING, BANK SHALL ONLY BE LIABLE FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

12. **Indemnification.** Except as otherwise required by law, you agree to indemnify, defend, and hold harmless the Bank and its affiliates and service providers (including all of their respective directors, officers and employees) from and against any and all claims, liability, damages, expenses and costs (including without limitation reasonable attorneys' fees, court costs and associated expenses) caused by or arising from your use of the Online Banking Services, the Application and/or the Software, your violation of this Agreement, or your violation of applicable federal, state or local law, regulation or ordinance, or your infringement (or infringement by any other user of your Account(s)) of any intellectual property or any third party's rights, or any claim by you that any person possessing your User ID, password, security information, or other security or authorization credentials did not have the authority or you did not properly grant authorization for the use of your User ID, password, PIN, security information or authorization credentials, or otherwise in connection with the use of or access to your Account(s).

13. **General Provisions.** The following provisions of this Agreement apply to all Services.

- **Amendments.** Bank may amend the terms of this Agreement at any time, in its sole discretion, by giving notice to you as provided in this Agreement or the Deposit Account Agreement. If required by this Agreement or any applicable law, notice will be given for the applicable required number of days in advance of each such amendment. Your continued use of the Online Banking Services shall constitute your agreement to such amendment(s).



- a. **Severability.** If any provision of this Agreement is declared unenforceable by a court of competent jurisdiction, then such provision shall be unenforceable only to the extent of such ruling, so that the remainder of that provision and all remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.
- b. **Waiver.** No waiver by the Bank of any right under or term or provision of this Agreement will be deemed a waiver of any other right, term or provision of this Agreement at that time or a waiver of that or any other right, term or provision of the Agreement at any other time.
- c. **Notices.** Any notice to be delivered to Customer shall be sent to Customer by regular mail or e-mail to the most recent address of Customer on Bank's records. Notices to the Bank shall be sent by first class mail, postage prepaid to DR Bank; Customer Care Center; P.O. Box 1045; Darien, CT 06820.
- d. **Entire Agreement.** Customer agrees that this Agreement is the entire statement of the terms and conditions which apply to the subject matter hereof. This Agreement supersedes any prior agreements between the parties relating to the Mobile Deposit Services.
- e. **Fee Changes.** Bank shall have the right to increase or decrease charges imposed for the Online Banking Services and will notify Customer of the changes, to the extent required by law. Customer's use of the Online Banking Services after such changes have been made shall constitute Customer's agreement to the same.
- f. **Termination.** You will have access to the Online Banking Services until terminated by the Bank or by you. You agree that the Bank may cancel the Online Banking Services, or may suspend your access to the Online Banking Services, and terminate this Agreement, at any time without notice and for any reason, including but not limited to your non-use of the Online Banking Services. The Bank and its third-party vendors shall not be liable for any modification or discontinuance of the Online Banking Services. Termination shall not affect your liability under this Agreement for transactions commenced or accepted by the Bank on your behalf prior to such termination.
- g. **Other Conduct.** You will not, directly or indirectly, acting alone or in concert with others: (a) participate in or assist in any fraudulent or deceptive act or practice; (b) use of the Online Banking Services or applicable software to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation; (d) make a statement to the Bank that is false, misleading or inaccurate; (e) be defamatory, libelous, unlawfully threatening or unlawfully harassing; (f) interfere with or disrupt the Online Banking Services, Application or software; (g) interfere with or disrupt the use of the Online Banking Services by any other user; (h) use the Online Banking Services or applicable software to gain unauthorized entry or access to the systems or information of others.
- h. **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.



i. **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.

j. **Account Information and Periodic Statements.** Account information provided to you as part of the Services is not the official record of your account or its activity. Your account statement, furnished to you by us in a paper format, or electronically if you are enrolled in paperless statements service, will remain the official record. The Online Service information is generally updated regularly but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or forbearing to take, any action.

We will provide you with a statement when there is activity on your account, but not more frequently than monthly. When there is no activity, we may choose to provide a statement on a quarterly basis. We will send statements to your last known address or make them available electronically. For accounts with more than one account holder, statements sent or made available to any one account holder are deemed to be sent or made available to all account holders.

k. **Your Liability for Unauthorized Transactions.** If you permit other persons to perform payments or transfers or use your Password, you are responsible for any transactions they authorize from your account(s). If you believe that your Password has been lost or stolen or that someone has performed a payment or transfer without your permission, you must notify us AT ONCE, by calling (203) 656-3500 or writing to us at Electronic Banking Department, DR Bank, P.O. Box 1045, Darien, CT 06820.

Tell us at AT ONCE, preferably by telephone, if you believe your Password has been lost or stolen or that an unauthorized payment or transfer has been made from any of your deposit accounts. If you do not tell us, you could lose all the money in your account(s), as well as all funds available in any overdraft protection account or any other credit line included among your accounts. If you tell us within two (2) Business Days after you discover the loss or theft, you can lose no more than \$50.00 if someone makes a payment or transfer without your authorization.

If you do not tell us within two (2) Business Days after you discover loss or theft of your Password or that an unauthorized payment or online transfer has been made from any of your deposit accounts, and we can prove that we could have stopped someone from performing a payment or transfer without your authorization if you had told us, you could lose as much as \$500.00. Additionally, if any account statement shows online transfers or payments that you did not make, tell us AT ONCE. If you do not tell us within sixty (60) days after a statement showing such a payment or transfer was transmitted to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from



taking the money if you had told us in time. If a good reason, such as a long trip or hospital stay, prevented you from telling us, we will extend the time periods.

- I. **Our Liability for Failure to Complete Payments and Transfers.** If we do not complete a payment or transfer to or from a consumer deposit account in the correct amount according to our agreement with you, we will be liable for those damages as the law imposes in such cases. However, exceptions exist, and we will not be liable for, as an example:
 - A. If, through no fault of ours, your account does not contain sufficient funds to make the payment or transfer and the payment or transfer would exceed any credit line or any overdraft for such account.
 - B. Your operating system or software was not functioning properly at the time you attempted to initiate such payment or transfer, and it was evident to you at the time you began the payment or transfer.
 - C. Circumstances beyond our control, such as natural disasters, power outages, acts of God, and similar occurrences.
 - D. If you have not provided us with complete and correct payment information, including without limitation the financial institution name, address, account number, transfer amount for a transfer or payment amount for the Payee on a payment.

The list of examples above are illustrative of circumstances under which we would not be liable for failing to make a payment or transfer and is not intended to be a complete list of all circumstances under which we would not be liable.

- m. **Errors.** If you think that your statement is wrong, or if you need more information about a transaction listed on it, call us or write us as soon as you can.

Our phone number for this purpose is:
(203) 656-3500

Our address for this purpose is:
Electronic Banking Department
DR Bank
P.O. Box 1045
Darien, CT 06820

For Personal Accounts only, the following procedures apply:

We must hear from you not later than 60 days after we sent the FIRST statement on which the problem or error appeared. Please provide us with the following:

- A. Tell us your name and Account number (if any).
- B. Describe the error or the transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- C. 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 tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. (We may extend this period to 20 business days if the error occurred within 30 days of the first deposit to your Account.) If we need more time, however, we may take up to 45 days to investigate your complaint or question. (If the complaint or question concerned a transaction that was initiated in a foreign country, was initiated at a Point of Sale terminal, or occurred within 30 days of the first deposit to your Account, we may take up to 90 days to complete our investigation.) If we decide to do this, we will re-credit your Account within 10 business days (20 business days if the error occurred



within 30 days of the first deposit to your Account) 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.

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

You may ask for copies of the documents that we used in our investigation.

- n. Your Information. We will disclose information to third parties about your Account or the transfers you make in the following instances:
- A. We will disclose information where it is necessary for completing transactions or collecting checks.
 - B. We will disclose information as allowed by law in order to verify the existence and condition of your Account for a third party, such as a credit bureau.
 - C. We will disclose information in order to comply with any law, court order, or proper governmental request, such as subpoenas, tax information, bank examinations and reports of unusual cash transactions.
 - D. We will disclose information if you give us your written permission.
 - E. We will disclose information to our agents, auditors and collection attorneys.
 - F. We will tell a holder of one of your checks whether it would be paid if presented at the time of the request.
 - G. We will disclose information to government officials in connection with suspected violations of law.
 - H. We will disclose information to third parties if you owe us money and we must take legal action to get it.
 - I. We may disclose information relating to an Account which does not identify you or your Account.
 - J. We may disclose information relating to your Account which is allowed to be disclosed under the state