



Online Banking Agreement

(Online Banking and Mobile Banking Services)

- I. Introduction
- II. General Terms and Conditions
 - A. Representations
 - B. Disclaimer of Warranty
 - C. Limitation of Our Liability
 - D. Assignment
 - E. Modifications
 - F. Change in Terms
 - G. Termination/Cancellation
 - H. Privacy and Confidentiality
 - I. Disclosure of Account Information
 - J. Notices
 - K. Authorization to Obtain Information
 - L. New Features
 - M. Overdrafts: Order Payments, Transfers, Other Withdrawals
 - N. Hours of Availability
 - O. Massachusetts Law on Electronic Funds Transfer Disclosure
 - P. Governing Law
- III. Protecting Your Account
 - A. Preventing Misuse of Your Account
 - B. Your Liability for Unauthorized Transfers
 - C. Errors or Questions About Your Electronic Transfers
- IV. Online Banking Services
 - A. Requirement for Use
 - B. Access
 - C. Security
 - D. Benefits of Using Online Banking Services
 - E. Fees
 - F. Single Login
 - G. Business Customers
 - H. Using Online Banking for the First Time; Accounts Linked to Online Banking
 - I. Secure Messages
 - J. Alerts
 - K. Account Balance and Transaction History
 - L. Electronic Statements
 - M. Transfer of Funds
 - N. Our Liability for Failure to Make a Transfer

- O. Stop Payments
 - P. Indemnification
 - Q. Bill Payment
- V. Mobile Banking Services
 - A. Requirement for Use
 - B. Access
 - C. Acceptance of Terms
 - D. Limitations
 - E. Security of Your Mobile Device and Account Information
 - F. Benefits of Using Mobile Banking Services
 - G. Fees (Mobile Banking)
 - H. Third Party Carrier Fees
 - I. Check Deposits Using Mobile Banking
 - J. Changes to the Service
 - K. Termination
 - L. Enforceability
 - M. End User License Agreement (Mobile Banking) Terms for The Downloadable App

Online Banking and Mobile Banking Services

I. Introduction

This Agreement includes the General Terms and Conditions which govern the use of Cornerstone Banks Online Banking services including Online Banking and Mobile Banking (each a “Service” or collectively, the “Services”) and the applicable section of the Agreement governing the Service to which you are subscribing. For Bill Pay Services, please refer to the Bill Pay Terms of Service and Bill Pay Privacy Policy located in “Pay My Bills” on Online Banking. Each person or entity that enrolls for the Services and any person authorized to use the Services agrees to the terms of this Agreement.

Definitions:

Through this Agreement, the words “we”, “us”, “our” and “Bank” refer to Cornerstone Bank.

The words “you” and “your” refer to the person(s) or entity(ies) subscribing to or authorized to use the services available under the Agreement.

“Business Days” means Monday through Friday, and excludes Saturday, Sunday, and Federal holidays.

The word “Account” refers to all your deposit and credit accounts to which you requested and obtained online access to at Cornerstone Bank.

“Online Banking” refers to the internet-based service providing access to your Bank account(s).

“Mobile Banking” refers to Online Banking and/or access to the Service through Cornerstone Bank’s iMobile app.

“iMobile App” refers to a mobile application downloaded to your PC or mobile device.

“Mobile Check Deposit” refers to remote deposit capture service (available through Cornerstone Bank’s iMobile app).

“PC” refers to your personal computer, laptop, tablet, mobile device that enable you, with the Internet browser and ISP, to access your account.

“ISP” refers to your Internet Service Provider or Mobile Service Provider

You must have a Cornerstone Bank deposit account open and in good standing to use the Services. This agreement affects your Accounts, please read this Agreement carefully, and retain a copy for your records. You may print this Agreement or download the Agreement to your computer. You may also obtain a copy on our website or request a copy of this Agreement and other Agreements governing your accounts and services with us by calling **(800) 939-9103**. The terms, conditions, and disclosures for each of your Cornerstone Bank accounts and loans which were provided to you when opening the account, continue to apply, notwithstanding anything to the contrary in this Agreement.

II. General Terms and Conditions

The first time you access your Cornerstone Bank accounts through Online Banking you agree to be bound by all the terms and conditions of this Agreement and acknowledge your receipt and understanding of this disclosure. You also agree to be bound by and will comply with the requirements of the applicable agreements and disclosures provided to you at account opening, the Bank’s rules and regulations, the rules,

and regulations of any funds transfer system to which the Bank belongs, and applicable State and Federal laws and regulations. We agree to be bound by them as well.

A. Representations

You represent and agree that all information you provide to us in connection with the Services is accurate, current, and complete, and that you have the right and authority to provide such information to us for the purpose of using the Services. If any of your information that you provided to us changes, it is your responsibility to maintain and update your account information promptly online or by contacting Customer Service at **(800) 939-9103**.

B. Disclaimer of Warranty

Any software related to a Service is provided “as is” without warranty of any kind. The entire risk as to results and performance of the software related to the Services is assumed by you. We do not warrant, guarantee, or make any representation regarding the use of, or the results of the use of, the software related to the Services in terms of correctness, accuracy, reliability, or otherwise.

TO THE EXTENT PERMITTED BY LAW, NEITHER WE NOR OUR SUPPLIERS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING USE OF THE SOFTWARE RELATED TO SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

C. Limitation of Our Liability

We shall not be liable for failure to provide access or for interruptions in access to any Services due to a system failure, other unforeseen act or circumstances or a malfunction of your computer equipment or any system you use, including your browser, Internet service provider or other software you use. We will not assume responsibility with respect to your use of the Services and that electronic transmission of confidential and sensitive personal or business information is at your own risk. We are also not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your computer and other devices using an up-to-date anti-virus product. An undetected virus or other malware may corrupt and destroy your program, files, and hardware.

IN NO EVENT AND UNDER NO CIRCUMSTANCES OR LEGAL THEORY, WHETHER TORT, CONTRACT, OR OTHERWISE, SHALL WE OR OUR SUPPLIERS BE LIABLE TO YOU, OR ANY OTHER PERSON CLAIMING BY OR THROUGH YOU, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY CHARACTER, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF GOOD WILL, LOSS OF USE, DATA WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

D. Assignment

You may not transfer or assign any rights or obligations you have under this Agreement to any other party. We reserve the right to transfer or assign the Agreement or any right or obligation under this Agreement at any time to any party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

E. Modifications

We may modify the Services from time to time in our sole discretion. In the event of any

modifications, you are responsible for making sure you understand how to use the Services as modified and we will not be liable to you for any losses caused by your failure to properly use the Services. We reserve the right to terminate all prior versions of Services and limit access to only the most recent versions and updates. We reserve the right to terminate access to any Service, in whole or in part, at any time.

F. Change in Terms

We reserve the right, at any time, to modify the terms of this Agreement. We will notify you of changes at least 30 days before the effective date of any change in the terms or conditions disclosed in this Agreement if the change would result in increased fees or charges, increased liability for you, fewer types of available electronic fund transfers or stricter limitations on the frequency or dollar amounts of transfers, unless prior notice is excused by law. If advance notice of the modification is not required, and disclosure of said modification does not jeopardize the security of an Account or of a Service, we will notify you within 30 days after the modification becomes effective. To the extent permitted by applicable law, if you have previously agreed to receive notices and disclosures electronically, we will forward such notices to you by electronic mail message (Secure Messaging) or post such notices on our website and alert you by Secure Messaging of the posting of such notice. We also reserve the right to send notification to your address shown on your records. Your use of any or all features of a Service after the effective date of the notice indicates your acceptance of the modification in terms.

G. Termination/Cancellation

We reserve the right to terminate this Agreement and your access to the Online Banking Services, in whole or in part, at any time without prior notice. If you do not access your **Cornerstone Bank** accounts through Online/Mobile Banking for any (1) one-year period, **Cornerstone Bank** reserves the right to discontinue your service without notice. Please note that your bill payment information will be lost if your service is discontinued.

You may cancel your Service(s) at any time by providing us with notice in accordance with the instructions set forth below. If you have designated a joint consumer account as one of the accounts you may access with your Service and you notify us that you wish to terminate your Service, only your Service, your Login ID and password will be suspended. Other joint accountholders must notify us to suspend their own Service, Login ID, and password. Business profiles and users may only be deleted by an authorized Online Banking User or by written notification to the Bank.

Your access to the Online Banking Services will be suspended within one (1) business day of our receipt of your instructions to cancel Online/Mobile Banking. You will remain responsible for all outstanding fees and charges incurred in connection with Online/Mobile Banking, if applicable.

If you wish to cancel any of your Online Banking Services, please contact **Cornerstone Bank** Customer Service at **(800) 939-9103**, visit a local branch or send us cancellation instructions in writing to **Cornerstone Bank, Online Banking Dept., P.O. Box 370, Southbridge, MA 01550**.

H. Privacy and Confidentiality

Your privacy and security of your information is important to us. Please keep in mind that messages you send the Bank by internet e-mail may not be secure. Please refer to the "Secure Message" section which explains how to send the Bank messages securely.

You also understand and agree that we may disclose information about your accounts to others. The limitation under which we may disclose such information is described in the “Disclosure of Account Information” section and in the Bank’s Privacy Policy located on our website and mobile app.

I. Disclosure of Account Information

We will disclose information to third parties about your account or the transfers you make under the following circumstances:

- We will disclose information where it is necessary for completing transfers.
- We will disclose information in order to verify the existence and conditions of your account for a third party, such as a credit bureau or merchant.
- We will disclose information in order to comply with government agency audits, rules or orders, court orders, subpoenas, summonses, warrants, or in accordance with the requirements of state or federal law.
- We will disclose information where you have written a check against your Checking Account and a bank involved in collecting the check, a payee, or a person called a “holder” of the check wants to know whether we would pay the check if presented at the time the disclosure is made.
- We will disclose information where you have authorized an EFT from your account and a bank involved in transmitting or collecting the EFT wants information about the status of the EFT.
- If you have not paid money which you owe us, we may give information about your account to a credit bureau, collection agency, or an attorney hired to collect your debt.
- We will disclose information in order to tell appropriate federal, state, or local officials of suspected violations of criminal law involving your account.
- We will disclose information to our auditors or other third parties engaged in the examination of our records to perform an independent audit.
- We will disclose information about your account to service providers with whom we have an agreement to offer you products or services that we think you might be interested in.
- We will disclose information if you give us your written permission.

Our most current Privacy Policy is available through our website.

J. Notices

Unless otherwise required by applicable law, any notice or written communication given pursuant to this Agreement may be sent to you electronically or through our website.

K. Authorization to Obtain Information

You agree that we may seek information about you from others, such as a credit bureau, in connection with the opening or maintaining your account.

L. New Features

Cornerstone Bank may, from time to time, introduce new features to the Services. We may, but are not required to, notify you of the existence and availability of any new features. By using these features when they become available, you agree to be bound by the terms of the agreement governing such features.

M. Overdrafts: Order Payments, Transfers, Other Withdrawals

If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, pre-authorized transactions, Online/Mobile Banking transfers and bill payments, etc.) that you have

requested on a given business day, then:

- 1) Certain electronic funds transfers initiated through involving currency disbursement, like ATM withdrawals, will have priority, and
- 2) The electronic funds transfers initiated through Online/Mobile Banking may result in an overdraft of your account and may, at **Cornerstone Bank's** discretion, be canceled.

In addition, you will be charged the same overdraft charges that apply to your account.

N. Hours of Availability

You can access your **Cornerstone Bank** accounts through Online/Mobile Banking seven days a week, 24 hours a day. However, at certain times, some, or all of features of the Service may not be available due to system maintenance. We will post a notice on our website if any of the services are unavailable.

O. Massachusetts Law on Electronic Funds Transfer Disclosure

- 1) Any documentation provided to you, which indicates that an electronic fund transfer was made to another person, shall be admissible as evidence of the transfer and shall constitute prima-facie proof that the transfer was made.
- 2) The initiation by you of certain electronic fund transfers from your account will effectively eliminate your ability to stop payment of the transfer.

UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU (THE CONSUMER) MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS, THEREFORE YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

P. Governing Law

This agreement and all services offered by us will be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts and applicable federal law. You are also responsible for compliance with any applicable federal, state, and local laws and regulations.

III. Protecting Your Account

A. Preventing Misuse of Your Account

Your role is extremely important in the prevention of any wrongful use of your account. You are responsible for keeping your password, account numbers and other account data confidential. In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information. Bank employees will never contact you requesting your account information or other personal information. If you are contacted by anyone requesting this information, do not provide it and contact Customer Service immediately at **(800) 939-9103**.

B. Your Liability for Unauthorized Transfers

Notify us immediately if you believe that your Online/Mobile Banking password may have been lost or stolen or if someone has transferred or may transfer money from your account without your permission. You should also notify us immediately if you suspect any fraudulent activity on your account. Only

reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments).

To notify us, write to **Cornerstone Bank, P.O. Box 370, Southbridge, MA 01550**, visit one of our local branches or call **Cornerstone Bank** Customer Service at **(800) 939-9103**, during the following hours:

Sunday: 10:00am to 2:00pm

Monday-Wednesday: 7:30am to 6:00pm

Thursday-Friday: 7:30am to 7:00pm

Saturday: 8:30am to 1:00pm

If your Online/Mobile Banking password has been compromised telephoning us is the best way of keeping your possible losses down. If you are a consumer, you can lose no more than \$50 if someone used your Online Banking password without your permission to access a **Cornerstone Bank** deposit account.

Also, if your statement shows transfers that you did not make, notify us immediately. If you do not tell us within 60 days after the statement was mailed to you, you may not get back the 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.

If a good reason, (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

C. Errors or Questions About Your Electronic Transfers

In case of errors or questions about your electronic transfers involving your account, here is what you should do:

- Contact **Cornerstone Bank** by electronic mail (Secure Messaging)
- Telephone **Cornerstone Bank** at **(800) 939-9103**
- Visit a local branch
- Write **Cornerstone Bank at PO Box 370, Southbridge, MA 01550**, as soon as you can if you think your statement or transaction record is wrong, or if you need more information about a transaction listed on the statement or transaction record
- We must hear from you no later than sixty (60) days after we have sent the first statement or notice of electronic statement availability on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.
- Tell us your name and account number
- Describe the error or the transaction you are unsure about and explain why you believe it is in error or why you need more information.
- Tell us the dollar amount of the suspected error.
- Here's what we will do:

We will tell you the results of our investigation within ten (10) business days, or twenty (20) business days in the case of a new account, after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days, or ninety (90) days in the case of a new account, point of sale transaction or an international transaction, to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days, or twenty (20) business days in the case of a new account, 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 ten (10) business days,

we will not credit your account. An account is considered a new account for thirty (30) days after the first deposit is made if you are a new customer to the Bank.

If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited. You may request copies of the documents that we used in our investigation.

IV. Online Banking Services

Online Banking is subject to sections I-III listed above in addition to the following information:

A. Requirement for Use

In order to access, view and use Online Banking, you must have:

- A personal computer, operating system, and telecommunication connections to the internet capable of receiving, accessing, displaying, and either printing or storing, statements or other documents received in electronic form from us via access to our website using one of the browsers specified below
- One of the two most recent versions of the following browsers will be supported:
 - Windows: Chrome, Edge, Firefox, Internet Explorer (Version 11 only)
 - MacIntosh: Safari and Firefox
- Current version of Macromedia Flash or Adobe Acrobat Reader
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit

You agree to review your hardware and software to see if you meet the above standards. Your consent to this Agreement will be deemed proof that you acknowledge that you have met the specifications.

B. Access

Access to **Cornerstone Bank's Online Banking** is provided over the internet through our web site by personal computer and modem and/or other devices or equipment authorized or allowed by **Cornerstone Bank**. Upon enrollment, you will be required to provide your email address. You are also required to select a unique User ID and Password (Login Credentials) to grant you access. You are solely responsible for ensuring the confidentiality of your login credentials. We require that your password be comprised of both letters, numbers, and symbols and that it is not easily associated with any personal information.

Your use of the Online Services with the Login Credentials will be deemed by us to be valid and authentic, and you intend and agree that any communications to us under your Login Credentials will be given the same legal effect as written and signed paper communications and/or authorizations. You agree that electronic copies of communications are valid, and you will not contest the validity of the originals or copies, absent proof of altered data or tampering.

Login Credentials can be changed within the Banking Service Center. We recommend that you change your password regularly. **Cornerstone Bank** will act on instructions received under your password. For security purposes, it is recommended that you memorize this password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential.

C. Security

If you enter your password incorrectly on three (3) consecutive attempts, you will be blocked from accessing Online Banking. If your account becomes blocked for any reason, please call Customer Service at **(800) 939-9103**.

D. Benefits of Using Online Banking Services

With Online Banking, you can manage your personal or business accounts from your home or office on your personal computer or mobile device. You can use the Online Banking Services to:

- Communicate directly with **Cornerstone Bank** through Secure Messaging
- Manage Alerts so that you can be notified by email or push notifications to your mobile device if certain activities occur relative to your account(s)
- View account balances, account transaction history and statements
- Transfer money between your linked deposit accounts at **Cornerstone Bank**, as well as transfer to loans, lines of credit and mortgage accounts for payments
- Transfer money between your account at **Cornerstone Bank** and your account at an institution outside of **Cornerstone Bank** (Bank to Bank Transfer)
- Transfer money to other **Cornerstone Bank** account holders (Cornerstone to Cornerstone Account Transfer)
- Pay bills to any merchant, institution, or individuals having a U.S. address
- Download account information to Quicken or QuickBooks (Excludes Mobile Banking)
- Change Password, User ID, and Security Profile
- Deactivate/Reactivate your **Cornerstone Bank** ATM or Debit Card
- Order Checks (Excludes Mobile Banking)
- Stop Payment Requests
- Apply for a loan or open a new deposit account

E. Fees

Currently there are no monthly or transaction fees for accessing your account(s) through Online Banking. Cornerstone Bank reserves the right to charge a fee for this service and you will be responsible for paying the fee for the use of the Services. If a fee will be imposed, we will notify you 30 days prior to the change.

Please note that fees may be assessed by your Internet Service Provider (ISP).

F. Single Login

Cornerstone Bank's Online Banking Login Credentials are for the use of a single account holder. Joint account holders should obtain their own User ID and Password and have their own Online Profile if they each want access to their joint account online. ***If you allow others to use your Login Credentials you will be liable for all activities of those individuals whether or not they act in a manner authorized by you and you agree to notify us in writing if you have withdrawn your authorization.***

G. Business Customers

If you are a business customer, you agree that use of a User ID and Password is a commercially reasonable method of providing security against unauthorized electronic transactions. It is the responsibility of your business to protect the confidentiality of your Login Credentials. Whether your business has requested a single User ID or multiple User IDs, it is your business' responsibility to require that these passwords be kept confidential and be used only by authorized persons.

You agree that we are authorized to act on any and all instructions received under your User ID and Password. Use of the Login Credentials constitutes authentication of all transactions performed by you or on your behalf. All transactions initiated with your Login Credentials will be attributed to you. You

accept as your sole responsibility the use, protection, and maintenance of the confidentiality of, and access to, your User ID and Password. You agree to take reasonable precautions to safeguard your Login Credentials and keep them confidential. We are not responsible for unauthorized use of your User ID and Password.

H. Using Online Banking for the First Time; Accounts Linked to Online Banking

When you first set up your **Cornerstone Bank's** Online Banking account profile ("Online Profile") and Login Credentials, we will link all of your eligible **Cornerstone Bank** accounts. Eligible accounts are all deposit and loan accounts on which you are the owner or primary borrower, and which are enabled for electronic access at the discretion of **Cornerstone Bank**. This will include any account(s) which you own jointly with another owner. If you open an additional eligible account at a later date, we may link your new account to your Online Banking, unless you instruct us not to do so. If you want to limit the accounts linked or the activity level assigned to an account, please contact customer service via Secure Message or telephone, and a representative will discuss the available options with you. For our deposit account customers, who also have a Home Equity Line of Credit (HELOC), you may be able to draw on your HELOC online if you deposit the amount of the draw in your **Cornerstone Bank** deposit account. This is subject to **Cornerstone Bank's** approval which may be withdrawn at any time and also subject to terms and conditions established by **Cornerstone Bank** which are subject to change from time to time.

I. Secure Messages

Sending messages through Online Banking is a secure way to communicate with the Bank. The Secure Message Center is a service for our personal and business customers to be able to send to and receive messages from a Bank representative, via encrypted/secure messages. Therefore, our communication with each other using the Secure Message Center can contain confidential information. Through desktop only (not available on the Mobile App), we can also securely send forms and documents to each other by attaching them to the secure message. Secure messaging is accessible after you sign on with your Login Credentials to a secure session of Online Banking.

To ensure the security of your account information, you are strongly advised to use Secure Messaging when asking specific questions about your account(s). Do not send confidential information via internet e-mail. If you choose to send internet e-mail messages to us that contain confidential information, you do so entirely at your own risk, and we will not be responsible for any loss or damages you may incur if you communicate such information by internet e-mail. We will not send such information to you via internet e-mail, even if you so request.

There may be times when you need to speak with someone from the Bank immediately (for instance to report a lost or stolen password). In such a case, do not use Secure Messaging. You should call us at **(800) 939-9103** instead. You cannot use Secure Messaging to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within your Online Banking Service.

J. Alerts

You may sign up to activate Account Alerts. The Alerts Service enables you to choose optional alert messages for your account(s). It is designed to provide notification of important information related to your account(s) such as low balance or the occurrence of an overdraft. An alert will be effective after you establish a subscription to which the alert will be sent. While **Cornerstone Bank** does not charge for the delivery of alerts, please be advised that your receipt of alerts may be subject to charges or rates imposed by your carrier. 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.

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 method 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. **Cornerstone Bank** reserves the right to terminate any request for any alert, at any time.

K. Account Balance and Transaction History

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. Account history is available up to sixteen (16) months. You may view current and available account balances, transaction activity, check images, pending ACH and POS transactions for deposit and loan accounts that are enrolled in Online Services.

Please note that your available balance includes your current balance minus any holds. Your available balance displayed does not include accounts linked for overdraft sweep transfers (linked savings account), unused overdraft line of credit balance and assigned overdraft privilege limits.

In addition to real time viewing of account activity through the Online Services, all of the payments and transfers made through the Services will appear on your monthly account statement(s). Statements are available up to seven (7) years.

L. Electronic Statements

We are required to provide certain account information, such as deposit and loan account statements and disclosure information, as well as year-end tax forms (collectively "your account information"), to you "in writing", meaning you are entitled to receive this information in paper form. With your consent, we may provide you with your account information electronically. You may elect to receive your account information, including your deposit and loan statements and disclosures, as well as year-end tax forms, electronically by selecting this delivery option in **Cornerstone Bank's** Online/Mobile Banking. In order to continue to receive your account information electronically, you must maintain an active Online Banking profile.

If you do not maintain an active Online Banking profile, we reserve the right to change your deposit and loan statement(s), disclosure(s), and year-end tax form(s) delivery method to paper. If you change your preferred delivery method from electronic to paper or you fail to maintain an active Online Banking profile, we will mail a paper statement(s) and/or disclosures, as well as year-end tax statement(s) to your most current mailing address according to our records.

M. Transfer of Funds

Not all deposit or loan accounts are eligible for online transfer activity, online transfers may only be initiated from accounts with available funds. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires. Transfer limits also apply and are defined at enrollment. These daily dollar limits apply to the total of all transfers for all accounts linked to the user profile. Any transfer initiated on a day that is not a business day counts toward the applicable limit for the next business day. Transfer limits may be subject to change from time to time and online access to your accounts may vary without notice

depending upon the status of your account or account(s) with us. If we decrease your daily dollar limit, we will notify you as required by law, but you agree that we may reduce your daily dollar limit without prior notice for security purposes or because of excessive overdrafts to your Cornerstone Bank account.

Online transfers between Cornerstone Bank accounts made after 6:00 pm will be posted as of the following business day. However, if you are not able to conduct an online transfer or have questions about online transfers, please contact Customer Service at **(800) 939-9103**.

Internal Transfers: You may designate accounts at **Cornerstone Bank** between which you may transfer funds electronically through Online and Mobile Banking. You may initiate transfers between accounts in your name and you may also transfer funds to other **Cornerstone Bank** account holders (Cornerstone to Cornerstone).

- Transfer to Own Account: You can use the “Transfer” service to transfer funds between any of your eligible Cornerstone Bank accounts.

To transfer the funds, you will need to select the account you wish to transfer the funds from, select the account in which you want to transfer the funds to, enter the amount you want to transfer and select a “scheduling option”. You also may add a description. This description will be added to your statement.

Scheduling Options:

Immediate: Transfer funds immediately, if made prior to 6:00 pm. Immediate transfers cannot be cancelled.

Future: Allows you to schedule a one-time future transfer. You will need to enter the transfer date. Funds will be processed by 10:00 am of the scheduled date. Transfer can be cancelled prior to being completed.

Recurring: Allows you to schedule recurring transfers. You will need to enter the initial transfer date, frequency, timeframe, and the number of transfers. Funds will be processed by 10:00 am of the scheduled date. Transfer can be cancelled prior to being completed.

- Cornerstone to Cornerstone: Our Cornerstone to Cornerstone Account Transfer Service enables you to transfer funds from your checking or eligible savings accounts at **Cornerstone Bank** to a checking or savings account owned by another **Cornerstone Bank** customer when you are not an owner on that destination account. To transfer funds, you will first need to setup the account in which you want to transfer the funds to. Select “Transfers” then “Cornerstone to Cornerstone”. Under the heading “Cornerstone to Cornerstone Transfers” select the entity type (Individual or Organization), enter primary owners first and last name on the account if an individual or the entities name on the account if an organization, account type (checking or savings), enter account number in which you are transferring the funds to, and click “continue”. You can also add an “Account Nickname”. Once you enter the information for the account that you are transferring funds to, that account will be added under the heading, “Cornerstone to Cornerstone Account List” and to the drop-down menu of “To Accounts” on the “Transfers” screen under the heading “Create/Edit a Transfer”. Thereafter, on the “Transfers” screen under the heading “Create/Edit a Transfer”, you can transfer funds to that account at Cornerstone Bank. Cornerstone to Cornerstone transfers has the same scheduling options as listed above.

External Transfers: (Bank to Bank)

If you have a consumer or business account and you have selected the Bank to Bank feature, you may originate the electronic transfer of funds into your account at **Cornerstone Bank** from a deposit account in your name at a financial institution outside of **Cornerstone Bank** and you may originate the electronic transfer of funds from your account at **Cornerstone Bank** to a deposit account in your name at a financial institution outside of **Cornerstone Bank** (both called “External Transfers”).

When you originate External Transfers, you authorize **Cornerstone Bank** and our service provider to initiate debit and credit entries, upon your instructions, to/from your **Cornerstone Bank** account and your account at the financial institution(s) outside of **Cornerstone Bank** that you designate, using the Automated Clearing House (ACH) or other payment transfer method. You agree and warrant to us that you will originate External Transfers to or from accounts for which you have the authority to transfer funds, and that by disclosing information to us regarding those accounts to affect your transfers, you are not violating any third-party rights. Not all types of accounts may be eligible for External Transfers, so you should check with the institution for any restrictions on transfers. International transfers are not supported.

To ensure your security, before you add an outside account for External Transfers, originate a new External Transfer, edit an existing periodic External Transfer, or change your phone number through Online/Mobile Banking, you may be required to authenticate who you are. In order to make external transfers to or from another financial institution you must first enter the external financial institutions routing number and account number, an account nickname that will help you identify the account, and the account type. Once the information is submitted, we will make two (2) small micro deposits at the other financial institution to verify the account within a few days. Once the deposits are made, in order to complete the setup, you will need to return to the Manage Bank to Bank Transfer screen and click on “Verify” on the right side of the screen and enter the amount of these deposits. Upon successfully verifying these deposits, your destination account will be activated for these transfers. You will then use the “Make a Transfer” screen under the main menu selection, to send funds to your account at the other financial institution or pull funds from your account at the other financial institution. Bank to Bank Transfers may take up to 3 business days to complete. If any transaction fails or is rejected, for security purposes we may decline your External Transfer request(s) and any or all other transactions, and we may close your account, with or without, notice to you.

A recurring transfer allows you to transfer a set amount at regular intervals. Your authorization for any recurring External Transfers will remain in full force and effect until you revoke it in such timely manner as to afford **Cornerstone Bank** a reasonable opportunity to act on your direction.

One-time External Transfers cannot be scheduled to occur on a non-business day. Recurring External Transfers scheduled to occur on a non-business day will be processed on the next business day.

For security reasons, the Bank has established limits on the amount of funds that can be transferred via External Transfers. Contact Customer Service at **(800) 939-9103** for details.

We reserve the right to change your External Transfer dollar limit at any time. If we decrease the dollar limit, we will notify you as required by law, but we may not notify you if we are restricting your transfer limits for security purposes or because of excessive overdrafts to your **Cornerstone Bank** account.

For the purpose of External Transfers, account is considered a New Account for the first 30 days it is open. We reserve the right to not allow you to add any external account(s) or originate any external

transfers within the first 90 days.

A fee may be charged for External Transfers. Consult our current Fee Schedule for applicable fees.

N. Our Liability for Failure to Make a Transfer

If we do not complete a transfer to or from your **Cornerstone Bank** account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.
- If your account is closed or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone you allow, commits any fraud, or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
- If you have not properly followed the instructions for using the Online Services.
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.
- If we need further validation to complete the transfer.
- There may be other exceptions stated in our agreement with you.

O. Stop Payments

You may initiate stop payment requests on a check you have written or a Preauthorized Payment (ACH-external withdrawal) by phone, in writing, visiting a local branch, or online. You will incur a stop payment fee as disclosed in the most current version of the Bank's Fee Schedule which is located on our website. Complete accuracy of the stop request is essential. 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 are met and we fail to process the stop payment, we may be liable. Please note that stop payments requested for a business account is only valid for six (6) months and can be renewed after the six (6) month period upon written request. An additional fee will be charged for each request. Failure to renew the stop payment order may result in the item being paid.

- **By Phone: Call Customer Service at (800) 939-9103**
 - If you call, we also require that you put your request in writing and get it to us within fourteen (14) calendar days after you call. If we don't receive a written request within the fourteen (14) calendar days, the stop will be revoked.
- **Write to Cornerstone Bank at PO Box 370, Southbridge, MA 01550**
- **Online:**

Checks:

You can request a stop payment on a check by selecting "Stop Payment on a Check" in the "Banking Service Center". Your request must include the account number, stop payment type, and check number. Stop payments received prior to 4:00 pm on any business day will be processed on the same business day received and if received after 4:00 pm it may not be

processed until the following business day. The check or checks in which you wish to place a stop on must not have already cleared your account.

Preauthorized Payments

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. You can request a One Time ACH Stop Payment or a Permanent ACH Stop Payment in the "Banking Service Center". Your request for the One Time Stop must include the account number, payee, dollar amount, and reason for the stop. For a Permanent Stop, you must provide the account number, payee, and reason. In order for the stop to be effective, it must be received at least three (3) business days or more before the payment is scheduled to be made.

If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and 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 certain limits that you set.

If you wish to revoke the stop you must complete the "Release of Stop Payment" form located in "Banking Service Center", visit a local branch, or write to us.

P. Indemnification

You agree to indemnify, defend, and hold us, our affiliates, directors, officers, employees, and agents harmless against any third-party claim, demand, suit, action or other proceeding and any expenses related to Online Banking.

Q. 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.

V. Mobile Banking Services

Mobile Banking Services are subject to sections I-IV listed above, in addition to the following information as outlined below:

Mobile Banking allows you to access your account information and perform certain transactions including depositing checks using a cell phone or other handheld device (a "Mobile Device"). The services are provided by **Cornerstone Bank** and not by any other third party. You and **Cornerstone Bank** are solely responsible for the content transmitted through the messages sent to and from **Cornerstone Bank**. You must provide source indication in any messages you send (e.g., mobile telephone number, "From" field in message, etc.)

A. Requirement for Use

In order to access your account(s) through Mobile Banking, you must obtain and maintain, at your expense, a supported Mobile Device that can send and receive information using the technology that supports this Service. If you wish to deposit checks or items using Mobile Banking your Mobile Device also must have a camera. We do not guarantee that your particular mobile device, mobile device camera, mobile device operating system, mobile carrier, or data service will be compatible with the Services. Services work best on one of the two newest versions. See mobile app details for additional information. You are responsible for periodically referring to the supported device requirements to determine currently supported mobile device service providers, carriers, and Mobile Devices. The technical standards required to access and use Mobile Banking (the "Mobile Technical Standards") may

vary among the types of Mobile Devices and telecommunications carriers that support Mobile Banking and may be updated from time to time by the carriers. You are responsible for satisfying any Mobile Technical Standards. You understand and agree that Licensor or the telecommunication carriers may modify the supported Mobile Devices and/or the Mobile Technical Standards at any time, without prior notice, and that Licensor, the telecommunication carriers and **Cornerstone Bank** shall not be liable to you for your failure to access or use Mobile Banking due to any such modifications.

B. Access

You may enroll in Mobile Banking by accessing **Cornerstone Bank's** Online Banking using your Login Credentials. You must first download **Cornerstone Bank's** iMobile app on your Mobile Device. It is solely your responsibility to download and properly install any Mobile Application that is required in order to access Mobile Banking through your Mobile Device and telecommunications carrier. By downloading the Mobile Application, you agree to the additional terms and conditions contained in the End User License Agreement Terms set forth in Section M of this Agreement, and any other terms and conditions required by the licensor of the Mobile Application. You understand that the Mobile Application is being provided by a third party, and **Cornerstone Bank** has no responsibility whatsoever to you in connection with the Mobile Application. You are solely responsible for complying with all terms of use applicable to the Mobile Application, and properly downloading, installing, updating, and using the Mobile Application. **Cornerstone Bank** has no obligation whatsoever to notify you of any changes to or new releases for any Mobile Application and **Cornerstone Bank** shall have no liability for any claims or damages arising from or relating to the Mobile Application, or your failure to comply with any terms of use for the Mobile Application or your failure to download and properly install any update. You agree that any Mobile Application is licensed, not sold, solely for your use in accessing Mobile Banking.

C. Acceptance of Terms

Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via one or more of the following methods: an alert when you sign-in to Services, email, text message, or on our website by providing a link to the revised agreement or by an online secure message. Your continued use of the Services will indicate your consent to be bound by the Agreement.

Further, **Cornerstone Bank** reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

D. Limitations

When using the Services, you may experience technical or other difficulties. We do not assume responsibility for any such difficulties or any resulting damages that you may incur. For security reasons, the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you. We reserve the right to limit the number of Mobile Devices through which you may access the Service.

Except as expressly provided in this Agreement, deposits made through the Services are subject to all limitations and terms set forth in the relevant deposit agreement governing your Mobile Account as it may be modified from time to time, including, but not limited to, those related to deposit acceptance, crediting, collection, endorsement, processing order and errors.

E. Security of Your Mobile Device and Account Information

You have the sole responsibility for:

- maintaining the safety, security, and integrity of the Mobile Device which you access Mobile Banking to prevent unauthorized access to or use of the information, files, or data that you store, transmit or use in or with the Services (collectively, "Account Information"). You agree not to leave the Mobile Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access. You also agree not to supply your Access Information to anyone.
- maintaining the confidentiality of your access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Services (collectively, "Access Information").
- all electronic communications, including image transmissions, email, and other data ("Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft, or unauthorized use of any Access Information, including your Mobile Devices. We reserve the right to deny you access to the Services (or any part thereof) if we believe that any loss, theft, or unauthorized use of Access Information has occurred.

Except as required by law, you shall bear the entire risk for any use thereof, whether or not you have authorized such use and whether or not you are negligent. If you permit other persons to use the Mobile Device, login information or any other means to access Mobile Banking, you will be liable for any transactions undertaken and we will not be liable for any resulting damages.

You agree to not use Mobile Banking or the content or information delivered through Mobile Banking in any way that would be considered illegal.

We will use commercially reasonable efforts to secure the Services to prevent access by unauthorized persons and to prevent the introduction of any malicious code, such as a computer virus. However, no security system is failsafe, and despite our efforts the security of the Services could be compromised, or malicious code could be introduced by third parties. We will provide you with notice upon actual knowledge of learning that your information is the subject of a security breach as required by applicable law.

F. Benefits of Using Mobile Banking Services

In addition to the benefits listed in the Online Banking section you can also:

- Deposit checks
- Enroll and Manage Fingerprint/Face ID when signing into Mobile Banking
- Enroll in Push Notifications
- Find nearby branches and ATMs by searching by the zip code or address

G. Fees (Mobile Banking)

The Mobile Banking Service provided is currently free. If fees are imposed, you are responsible for paying the fees for use of the Services as **Cornerstone Bank** may charge from time to time.

Cornerstone Bank may change the fees for the Services at any time. You authorize **Cornerstone Bank** to deduct any such fees from any account in your name.

H. Third Party Carrier Fees

The services are separate and apart from any other charges that may be assessed by your wireless carrier for text messages sent to or received by **Cornerstone Bank**. You are solely responsible for fees, including web access, cellular and or/data or text message charges that may be billed by your mobile carrier. Your wireless carrier's standard messaging rates apply to short messaging service (SMS) correspondence. **Cornerstone Bank** does not charge for any content; however, downloadable content may incur additional charges from your wireless carrier. Please contact your wireless carrier for information about your messaging plan. Your wireless carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed and payable to your wireless carrier.

I. Check Deposits Using Mobile Banking

The Mobile Banking and Mobile Remote Deposit Capture Services ("Services") are designed to allow you to make deposits into certain accounts that are eligible to receive mobile check deposits ("Mobile Accounts"). Mobile Deposits are processed by converting checks into an image by taking pictures of checks and delivering the images and associated deposit information to **Cornerstone Bank** or **Cornerstone Bank's** designated processor via an application (the "App") installed on your supported mobile device. The App is considered part of the Service.

Mobile Deposit Services is made available to **Cornerstone Bank** customers at the sole discretion of **Cornerstone Bank** and may not be available to all **Cornerstone Bank** customers.

Account Owner Eligibility and Check Deposit Limits

In order to enroll in the check deposit services, you must be an authorized signer or an owner either individually or jointly of a **Cornerstone Bank's** deposit account that is eligible for this service and be approved by the us. In addition, your account must be in good standing.

Cornerstone Bank will apply limits on the dollar amount and/or number of items or deposits (over a period of time set by us) that you may transmit using the Service in a day and we may modify these limits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. These limits are noted on the "Deposit a Check" page within Mobile Banking.

Use of Your Geolocation

When you are submitting an image for processing through the Services, we reserve the right to, at our discretion, use your Mobile Device's capabilities to obtain your Geolocation for fraud prevention services. We may choose to capture either your current location or the last location stored on your Mobile Device.

Eligible Checks and Items

You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg CC") and only those checks that are permissible under this Agreement or such other items as we, in our sole discretion, elect to include under the Services.

You authorize us to process any image that you send us or convert any image to an Image Replacement Document for subsequent presentment and collection. It shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not use the Services to scan and deposit any checks or other items as shown below:

- Checks or items payable to any person(s) or entity other than the person(s) or entity that owns the account that the check is being deposited into.
- Checks or items containing alterations to any of the fields on the front of the check or item (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks or items previously converted to a substitute check, as defined in Reg CC.
- Checks or items drawn on a financial institution located outside of the United States.
- Checks or items not payable in United States currency.
- Checks or items that are remotely created checks, as defined in Reg CC.
- Checks or items dated more than 6 months prior to the date of deposit.
- Checks or items Post-dated (dated for a future day)
- Checks or items on which a stop payment has been issued or for which there are insufficient funds.
- Checks or items prohibited by the current procedure relating to the Service or which are otherwise not acceptable under the terms of any agreement governing your **Cornerstone Bank** account.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks payable on site or payable through drafts as defined in Reg CC.
- Any item that is “non-negotiable” (whether stamped in print or as a watermark)
- Any item that has been re-deposited or returned such as “non-sufficient funds” or “refer to maker” or returned for any other reason.
- Any item that is incomplete
- Traveler’s Checks
- Insurance Drafts
- Savings Bonds
- Money Orders
- Bank Checks, Treasurer’s Checks, Cashier’s Checks
- Cash

Nothing in this Agreement should be construed as requiring **Cornerstone Bank** to accept any check or item for deposit, even if **Cornerstone Bank** has accepted that type of check or item previously. Nor shall **Cornerstone Bank** be required to identify or reject any checks or items that you may scan and deposit that fail to meet the requirements of this Agreement.

Image Quality

You are responsible for the image quality of any check or item that you transmit. The image of a check or item transmitted to **Cornerstone Bank** using the Services must be legible. An image of the front of the original check and an image of the back of the original check with the proper endorsement is required.

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.

The image quality of the checks must meet the standards established by the American National Standards Institute, Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item. Receipt of the image does not guarantee we can accept the image.

Endorsements and Procedures

Before transmission, you agree to restrictively endorse any check or item transmitted through the Service as "For Mobile Deposit Only" or as otherwise instructed by **Cornerstone Bank**.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse the check. If the check is payable to you and your joint owner, both of you must endorse the check.

You agree to follow any and all other procedures and instructions for use of the Services as we may establish from time to time. You agree to promptly supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through the Services.

Receipt of Checks and Items, Crediting

We reserve the right to reject any check or item transmitted through the Services, at our sole and absolute discretion, without liability to you. We are not responsible for checks or items we do not receive in accordance with this Agreement or for images that are dropped or damaged during transmission.

An image of a check or item shall be deemed received when you receive a confirmation from **Cornerstone Bank** that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, able to be processed or complete or that funds will be credited for that check or item.

We will notify you of any rejected items.

Errors

You agree to notify the Bank of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable account statement is sent. Unless you notify the Bank within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against the Bank for such alleged error.

Transmission Errors

By using the Service, you accept the risk that an item may be intercepted or misdirected during transmission. **Cornerstone Bank** bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Availability of Funds

In general, if an image of an item you transmit through the Services is received and accepted before 4:00 PM on a business day, we consider that business day to be the day of your deposit and the funds will be available for withdrawal by 9:00 PM. Otherwise, if an image of an item you transmit through the Services is received and accepted after 4:00 PM on a business day or on a Saturday, Sunday or Holiday, we will consider that the deposit was made on the next business day we are open and the

funds will be available by 9:00 PM on that day.

We will make funds available for checks and items received, accepted, and successfully processed through the Services according to our standard Funds Availability Policy.

Returned Deposits

If an eligible item deposited through Mobile Deposit is dishonored, rejected, or otherwise returned unpaid for any reason including insufficient funds, **Cornerstone Bank** may off-set the amount of the returned eligible item by debiting the account into which you deposited the returned eligible item or by transferring funds from another account held by you with the Bank.

Notification of the returned deposited item will not be available to you through Mobile Deposit or the Application and may be mailed or sent through other means deemed acceptable by the Bank.

You are responsible for reimbursing the Bank for all loss, cost, damage, or expense related to the processing of the returned eligible item. You are prohibited from attempting to deposit or otherwise negotiate an eligible item through Mobile Deposit if it has been charged back to you.

You are solely responsible for verifying the validity of an item returned as forged or counterfeit, and if you suspect that an item is forged or counterfeit, they must not deposit that item. The Bank is not responsible for detecting forged or counterfeit items that you deposit.

Disposal of Transmitted Checks and Items

- Upon your receipt of confirmation from the Bank that we have received the image of an item, you agree to promptly mark each imaged item as “Electronically Presented”, “Void” or “RDC and the date” to render it incapable of further transmission, deposit, or presentment.
- You agree to retain the original check or item in a secure location for fourteen (14) days from the date of transmission. After fourteen (14) days, you agree to securely destroy the check that you transmitted as an image.
- You understand and agree that you are responsible for any loss caused by your failure to secure the original checks.
- You agree never to represent to us or any other party a check or item that has been deposited through Mobile Banking unless we notify you that the check or item will not be accepted for deposit through Mobile Banking.
- Upon request, you will promptly provide any check or item, or a sufficient copy of the front and back of the item to **Cornerstone Bank** as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or item or for our audit purposes. If you are unable to provide a sufficient copy of the front and back of the check you will be liable for any unresolved claims by third parties.

Presentment

The manner in which the checks and items are cleared, presented (or represented) for payment, and collected shall be in **Cornerstone Bank’s** sole discretion, subject to the relevant deposit account agreement governing the account in which the item is deposited.

Warranties; Indemnity

You warrant to **Cornerstone Bank** that:

- You will only transmit eligible checks and items;
- Images will meet the Bank's image quality standards in effect from time to time;
- Each eligible original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check;
- You will not store or make a back-up copy of any electronic items;
- You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party;
- You will retain possession of each original check deposited using the Services for the required retention period and neither you nor any third party will submit the original check or item for payment;
- You will comply with this Agreement and all applicable rules, laws and regulations using this Service;
- You are not aware of any factor which may impair the collectability of the item
- You have not knowingly failed to communicate any material information to us;
- All the information you provide to **Cornerstone Bank** is accurate and true, including that all images transmitted to us accurately reflect the front and back of the check or item at the time it was scanned.

You agree to indemnify and hold harmless **Cornerstone Bank** from any loss for breach of this warranty provision or the terms of this Agreement, which indemnity shall survive the termination of the Agreement and the closing of any Accounts.

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS AND DEFEND **CORNERSTONE BANK**, ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, LICENSORS, AND SERVICE PROVIDERS FROM AND AGAINST ANY AND ALL FIRST AND THIRD PARTY CLAIMS, LIABILITIES, DAMAGES EXPENSES, COSTS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES) AND OTHER LOSSES CAUSED BY OR RESULTING FROM YOUR USE OF THE SERVICES, THE USE OF THE SERVICES BY ANY OF YOUR CO-DEPOSITORS OR ANY OTHER PERSON WHOM YOU HAVE PERMITTED TO USE THE SERVICE, YOUR BREACH OF THIS ADDENDUM OR THE AGREEMENTS, YOUR INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY, AND/OR YOUR COMMISSION OF FRAUD OR ANY OTHER UNLAWFUL ACTIVITY OR CONDUCT.

J. Changes to the Service

We reserve the right to terminate, modify, add, and remove features from the Service at any time in our sole discretion. You may reject changes by discontinuing use of the Service. Your continued use of the Services will constitute your acceptance of and agreement to such changes. Maintenance to the Services may be performed from time-to-time resulting in interrupted service, delays or errors in the Services and we shall have no liability for any such interruptions, delays, or errors. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

K. Termination

We may terminate this Agreement at any time for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of any agreement you entered into with us.

L. Enforceability

We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall constitute to be valid and enforceable to the fullest extent permitted by law.

M. END USER LICENSE AGREEMENT (MOBILE BANKING) TERMS FOR THE DOWNLOADABLE APP.

To be agreed to by the End User Prior to Use of the Downloadable App

Ownership

You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

License

Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

Restrictions

You shall not:

- modify, revise, or create any derivative works of the Software
- decompile, reverse engineer, or otherwise attempt to derive the source code for the Software
- redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software, or
- remove or alter any proprietary notices, legends, symbols, or labels in the Software, including, but not limited to, any trademark, logo, or copyright.

Disclaimer Warranty

THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

Limitations of Warranty

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

U.S. Government Restricted Rights

The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this agreement.

Miscellaneous

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of Massachusetts excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of Massachusetts and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

Content and Services

Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products, or services made available to you via the Software.