

Rockland Trust Consumer Online Banking Agreement

This Online Banking Agreement (“Agreement”) is between you and Rockland Trust Company. This Agreement governs your use of Rockland Trust’s online banking and/or mobile banking services (individually and collectively, the “Service” or “Online Banking”), as well as any transactions that you may initiate with and/or request from Rockland Trust through the Service (“Online Transactions”). The Service permits you to perform a number of banking functions involving your Deposit Account(s) and/or Credit Account(s) that you may have with Bank (collectively, (“Accounts”) that are linked to the Service through the use of a personal computer and/or a mobile Internet-enabled access device (“Mobile Device”). You agree to be bound to the terms and conditions pertaining to the Service and the specific terms and conditions applicable to any other associated services, including the Bill Payment Service, that you elect to use as set out below.

Certain important terms applicable to Online Banking, unless otherwise defined in this Agreement, are set out in the **DEFINITIONS** section at the end of this Agreement.

This Agreement does not cover transfers you may make through the branch, a telephonic individual voice response system (IVR) or through an automated teller machine (ATM). Rockland Trust is providing you with this Agreement in accordance with, and it is subject to, Applicable Law.

Please read this document carefully, as it discusses in detail your rights and responsibilities when enrolling in the Service and when conducting Online Transactions through the Service.

By clicking on the “I Accept” button and/or proceeding to use the Service, you acknowledge that you have read, understood, and agree to be bound by this Agreement and the terms and conditions associated with your use of the Service, including any Online Transactions you initiate through the Service.

We recommend that you print or store a copy of this Agreement and keep it with your records. You may also view this Agreement, at any time, at the disclosure page on our website at www.RocklandTrust.com.

ONLINE BANKING SERVICE FEATURES

This portion of the Agreement describes the general features, terms, and conditions of Online Banking applicable to Consumers.

WHO IS ELIGIBLE?

You are eligible to use Online Banking if you maintain an open Account (checking, savings and/or loan) and have executed this Agreement, and if we have otherwise approved your use of the Service, as described further below.

ACCESS

To use Online Banking, you must have a Computer or a Mobile Device. You must also have access to the Internet and an email address. To register for the Service, you must complete an enrollment and/or other set-up process and associated form(s) and be approved by us in our sole and exclusive discretion. Your enrollment in Online Banking will enable you to access only those Accounts that you have designated and that are eligible for access with Online Banking. Subject to Applicable Law, and at our sole discretion, we reserve the right to modify, suspend, or terminate access to the Service at any time without notice or refund of previously incurred fees.

HOURS OF ACCESS

Online Banking is generally available seven (7) days a week, twenty-four (24) hours a day. Some or all features of Online Banking may not be available from time to time due to problems arising in connection with transmissions over the Internet, as well as emergency or scheduled system maintenance. We will post a notice of any extended periods of non-availability on the Online Banking site.

BASIC FEATURES OF THE SERVICE

By enrolling in this service, you may have access to the Service's basic features, which allow you to:

- (i) View current balance and transaction information on your Account(s);
- (ii) View Account history;
- (iii) Perform Internal Transfers between certain Account(s) you have with us on either a one-time or recurring basis;
- (iv) Perform External Transfers between your Account(s) with us and accounts at other financial institutions on either a one-time or recurring basis, subject to availability and certain restrictions as set forth in this Agreement and otherwise imposed by Bank from time to time;
- (v) Stop payment of checks you have written;
- (iv) Download and/or export Account history information for use with other systems such as Quicken®;
- (v) View check images;
- (vi) Perform self-service Account maintenance such as re-ordering checks, obtaining copies of paid checks, requesting copies of monthly checking or saving statements, changing contact information, and changing your Login ID, password and security preferences;
- (vii) Set-up Account alerts;
- (viii) Receive electronic Account statements;
- (ix) Send secure messages to us regarding the Service; and
- (x) Pay bills and make person-to-person payments.

Some of the above features may not be available for certain Accounts or customers.

Additional electronic banking services may be added by us from time to time in our sole discretion. By using these additional services when they become available, you agree to be bound by the terms and conditions associated with such services, as such terms and conditions are provided to you by us.

The use of certain features or modules related to the Service may incur fees or other charges. See our Fee Schedule for further information.

INTERNAL TRANSFERS

A. Types of Internal Transfers

Internal Transfers (transfers between your eligible Accounts with us) may be processed as follows:

One-Time Transfers.

- (i) One-time transfers and payments are used for transfers and payments between eligible Accounts which occur on an infrequent or irregular basis, or which vary in amount. To have a transfer processed on the same Business Day, we must receive your instructions before the Cut-Off time displayed in Online Banking and/or as otherwise set forth in this Agreement. You must have sufficient Available Funds (either in the Account or via an overdraft line of credit) on the day and at the time you request a same-day one-time transfer. Same-day one-time transfers may not be cancelled for any reason once the transaction has been approved.
- (ii) You may also request that a transfer be made on a future date that you may designate which is in advance of the Scheduled Initiation Date. The "Scheduled Initiation Date" will be the effective date you enter, or the next Business Day should the effective date fall on a weekend or holiday. If you request a transfer for a future date, we process the transaction at the opening of business on that day only if it is a Business Day; otherwise, the transaction will be processed on the following Business Day. If we receive your instruction after the end of a Business Day, we will process the transaction on our next Business Day.
- (iii) If you designate an Internal Transfer for a future date, you must have sufficient Available Funds by midnight of the night before the Scheduled Initiation Date; however, funds will be deducted from your designated Account on the Scheduled Initiation Date. Scheduled future Internal Transfers may be cancelled up to the Cut-Off Time displayed in Online Banking in advance of the Scheduled Initiation Date.

Recurring Transfers. If you designate an Internal Transfer as a recurring transfer, you may request, and we will use, a Scheduled Initiation Date that re-occurs on a specified regular basis (e.g., weekly, semi-monthly, monthly, etc.). You will designate a "start date" and may also designate an "end" date. You must have sufficient Available Funds by midnight of the night before the Scheduled Initiation Date; however, funds will be deducted from your designated Account on the Scheduled Initiation Date. Recurring transfers may be cancelled up to the Cut-Off Time displayed in Online Banking in advance of the Scheduled Initiation Date.

Limits on Internal Transfers. In addition to the Available Funds requirements and other limits described in this Agreement, please see the applicable Deposit Account Agreement for a more detailed description of limits on Internal Transfers.

B. Internal Transfers Set-Up

Funds Availability. You must make Internal Transfers by the Cut-Off Time displayed in Online Banking for those funds to be posted on an Account on the same Business Day and to be available for non-Online Banking Service transactions. Internal Transfers designated as same-day one-time transfers made after the established funds transfer

Cut-Off Time displayed in Online Banking on a Business Day or on a weekend or holiday will be available for the payment of non- Online Banking Service transactions on the following Business Day.

C. Cancelling or Modifying Internal Transfers

In order to cancel or change a scheduled transaction that is a future-dated or a recurring Internal Transfer, you may use Online Banking or the Mobile Banking Service and follow the instructions provided to you, all in accordance with the Service's deadlines for cancellation or modification as described therein. You may also contact the Customer Information Center during regular business hours on the Business Day before the Scheduled Initiation Date.

D. Internal Transfers and Available Funds

You agree to have Available Funds on deposit in the Account you have designated in amounts sufficient to pay for all Internal Transfers requested, as well as any other payment obligations you have to us. If Internal Transfers process against any uncollected deposit, uncollected balance or otherwise insufficient Available Funds in your Account, YOUR ACCOUNT WILL BE ASSESSED AND CHARGED THE APPROPRIATE OVERDRAFT, UNCOLLECTED OR RETURNED ITEM INSUFFICIENT CHARGE. See our current Fee Schedule for the current amounts of these charges. We reserve the right, without liability, to reject or reverse an Internal Transfer, as applicable, if you fail to comply with this requirement or any other terms of this Agreement.

If you do not have sufficient Available Funds in your designated Account and we have not exercised our right to reverse or reject an Internal Transfer, as applicable, you agree to pay for such payment obligations on demand. You further agree that we may, at our option, charge any of your Accounts with us to cover such payment obligations.

EXTERNAL TRANSFERS

A. Registration and Access

You must be enrolled in Online Banking in order to transfer funds between your Accounts with us and accounts at other financial institutions ("External Transfers"). External Transfers are outbound and inbound transfers that move funds to or from one of your eligible Accounts with us to or from your registered account at another financial institution. You will need to register each non-Bank account that you wish to use for External Transfers.

As a Consumer, you agree that (i) you will only register eligible non-Bank accounts (i.e., accounts at financial institutions other than Rockland Trust) on which you are an individual or joint owner, or for which you otherwise have the authority to transfer funds, and (ii) you will only use External Transfers for transferring funds between your consumer Accounts with us and registered consumer accounts at other financial institutions.

B. Scheduling External Transfers

External Transfers can be scheduled (or initiated) on either a one-time basis or a recurring basis. One-time transfers may be scheduled to be sent on the same business date or scheduled to be sent on a future date. The recurring transfer feature may be used when a set amount is transferred at regular intervals. One-time future-dated or future recurring transfers scheduled for a weekend or a non-Business Day will be processed on the next Business Day. All other one-time future-dated and recurring transfers will be processed at the end of the Business Day requested. The Cut-Off Time and delivery date of External Transfers is set forth in Online Banking and/or in this Agreement.

C. When Transfers are Debited to Your Account(s)

Transfers Initiated Before Cut-Off Time. Funds involving an External Transfer from your Account with us will be debited the same Business Day that you initiate the transfer.

Transfers Initiated After Cut-Off Time. Funds involving an External Transfer from your Account with Bank will be debited the Business Day after you initiate the transfer.

D. Cancelling Scheduled Transfers

Future-dated External Transfers (either one-time or recurring) can be cancelled prior to the cut-off time set forth in Online Banking on the Business Day prior to the date the transfer is scheduled to be made. However, if the transfer's status is approved, you can no longer cancel it. NOTE: Immediate transfers cannot be cancelled via the Service once the transfer has been processed.

E. Transfer Fees

You may be charged an External Transfer fee in accordance with our Fee Schedule.

F. Limitations on Transfers

In addition to the limits described in the applicable Deposit Account Agreement, External Transfers are subject to a total dollar limit of \$2,000.00 for all Accounts each Business Day, or as otherwise established by us from time to time. We may change the dollar limits at any time, without prior notice (other than any notice required by Applicable Law). Any transfer initiated on a day that is not a Business Day counts toward the applicable limit for the next Business Day. A transfer remains "Authorized" until fully processed. Transfers initiated after the Cut-Off Time typically remain "Authorized" until the close of the 2nd Business Day after the transfer is initiated, and, for External Transfers initiated before the Cut-Off Time, until the close of the next Business Day after the transfer is initiated.

G. Disqualifying Events

You agree that we may reduce the dollar limits on transfers as described in subsection (F) above, or terminate your eligibility to make future transfers (including cancelling scheduled future transfers), in each case without prior notice (other than any notice required by Applicable Law), upon occurrence of a Disqualifying Event. Each of the following is a "Disqualifying Event":

- (i) Any of your Accounts with us are not current or are not in good standing;
- (ii) You have had an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any Account with us during the current or three (3) prior calendar months;
- (iii) You have had any prior External Transfer involving accounts at other financial institutions cancelled, revoked, or not completed due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason;
- (iv) You attempt to use External Transfers to transfer funds between your eligible consumer Accounts with certain non-consumer accounts at other financial institutions, or to transfer funds between your eligible business Accounts with certain non-business accounts at other financial institutions; or
- (v) We suspect fraud or unauthorized use has or may occur with respect to your Account(s) with us or with respect to any External Transfer(s).

H. External Transfers and Available Funds

You agree to have Available Funds on deposit in the Account you have designated in amounts sufficient to pay for all External Transfers requested, as well as any other payment obligations you have to us. If External Transfers process

against any uncollected deposit, uncollected balance, or otherwise insufficient Available Funds in your Account, YOUR ACCOUNT WILL BE ASSESSED AND CHARGED THE APPROPRIATE OVERDRAFT, UNCOLLECTED, OR RETURNED ITEM INSUFFICIENT CHARGES. See our current Fee Schedule for the current amounts of these charges.

BILL PAYMENT SERVICE

You may use our Bill Payment Service to direct us and/or our Service Provider to make payments from the Funding Account to the Payee(s) that you choose in accordance with this Agreement.

A. Service Guarantee

The Service Provider will bear responsibility for any late payment related charges up to \$50.00 should a Payment post after the Scheduled Payment Due Date or Deliver By Date, provided that the Payment was scheduled and the Payee information was maintained in accordance with the terms and conditions described within this section. Notwithstanding the foregoing, the Service Provider shall not be responsible for any such charges if the Service Provider does not have responsibility or liability for a Payment transaction, late payments, or late payment related charges under the other provisions of this section, including those payments described under the Exception Payments sub-section below.

B. Transaction Responsibilities

The Service Provider shall use commercially reasonable efforts to process the Scheduled Payments in accordance with your instructions. Except where Applicable Law requires or provides otherwise, neither we nor the Service Provider shall be liable for any Payment transaction if (i) you do not have enough money in the Funding Account to complete the transaction; (ii) a legal order prohibits withdrawals from your Account; (iii) the Funding Account is closed, has been frozen, or is otherwise not authorized to debit the corresponding Payment Amount; (iv) the transaction would cause your Account balance to go over the credit limit for any credit arrangement set up to cover overdrafts; (v) you, or anyone you allow, commit fraud or violate any law or regulation in connection with the Bill Payment Service; (vi) any electronic terminal, telecommunication device, or part of the electronic fund transfer system is not working properly; (vii) you did not provide complete and correct Funding Account, Payment, or Payee information; (viii) you did not properly follow the instructions or terms and conditions for use of the Bill Payment Service; (ix) you knew and/or had been advised that the Bill Payment Service was not operating properly at the time you scheduled the Payment; (x) there is a postal delay; or (xi) circumstances beyond the Service Provider's control (such as fire, flood, or improper transmission or handling by a third party) that prevent, hinder, or delay the transaction.

With the exception of the foregoing, if the Bill Payment Service incorrectly debits your Funding Account and/or directs funds from the Funding Account to a Payee inconsistent with the instructions you specified in the Scheduled Payment, the Bill Payment Service shall, upon detecting the error or receiving notice from you, be responsible for returning the improperly transferred funds to your Funding Account and/or redirecting funds to the proper Payee and/or contacting the Payee to request appropriate adjustments on your account with the Payee, except as otherwise provided under the Authorization sub-section below.

C. Your Responsibilities

You will be responsible for any Payment request you make that contains an error or is a duplicate of another Payment. Neither we nor the Service Provider is responsible for a Payment that is not made if you did not properly follow the instructions for making a Payment. Neither we nor the Service Provider is liable for any failure to make a Payment if you fail to promptly notify us after you learn that you have not received credit from a Payee for a Payment. Neither we nor the Service Provider is responsible for your acts or omissions or those of any other person, including any Payee or transmission or communications facility, and no such party shall be deemed to be our and/or

the Service Provider's agent. In no event will we and/or the Service Provider be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with the Bill Payment Service, even if we and/or the Service Provider have knowledge of the possibility of them. Neither we nor the Service Provider is liable for any act, failure to act or delay in acting with respect to the Bill Payment Service if it is caused, in whole or in part, by any cause beyond our and/or the Service Provider's reasonable control.

D. Setting Up and Maintaining Payees

You must enroll in the Bill Payment Service prior to adding any Payees to your Payee List. You may add, modify, or delete Payees as necessary. It is your responsibility to manage your Payee List and maintain accurate Payee information, such as but not limited to the address to which the Payee specifies Payments are to be delivered, your account number with the Payee, the name on your account with the Payee, etc., except where the Bill Payment Service expressly indicates that it shall manage such Payee information, such as a Merchant's remittance address. Payees must reside or exist within the United States of America or its territories or commonwealths. The Service Provider and/or we reserve the right to refuse or remove a Payee for any reason.

E. Setting Up Payments

To schedule Payments, you must choose a Payee from your Payee List. You may schedule One-Time Payments and Recurring Payments to any of your Payees. It is your responsibility to cancel, skip, reschedule or revise a Scheduled Payment in accordance with the Payee's instructions to you, or as needed to ensure sufficient Available Funds in the corresponding Funding Account, or under circumstances where the Payee may return the Payment to the Service Provider due to any reason outside the Service Provider's or our control. The Service Provider and/or we reserve the right to refuse or cancel a Payment for any reason.

The earliest possible Payment Date/Withdraw On Date and Due Date/Deliver By Date for each Payee will be determined and presented by the Bill Payment Service when you schedule a Payment. The Bill Payment Service will not permit a Payment Date/Withdraw On Date or Due Date/Deliver By Date earlier than the earliest possible dates presented. The Bill Payment Service determines this earliest possible Payment Date/Withdraw On Date and Due Date/Deliver By Date based on the number of Business Days required to deliver a Payment to the Payee, which is primarily affected by whether or not the Payee has agreed to accept remittance of Payments electronically (typically one (1) or two (2) Business Days) or requires Payments be delivered by check (typically four (4) or five (5) Business Days). A Payee's location or policies for posting and crediting payments may require additional Business Days. Payments scheduled after the Bill Payment Service's "Cut-Off Time," as set forth in the Bill Payment Service site and/or in this Agreement, shall be processed no earlier than the following Business Day. The Service Provider and/or we may change the Cut-Off Time without prior notice.

You should carefully consider factors such as the Payee's payment due date, grace period, whether the Payee's payment due date falls on a non-Business Day, etc., when scheduling a Payment to avoid late payments and late fees. You must allow the necessary number of Business Days prior to the Payee's payment due date for each Payment, including each Payment of a Recurring Payment series. Some businesses take longer to post payments than others. You should consider allowing additional time for the initial Payment to a Payee through the Bill Payment Service in order to gauge the appropriate Payment Date/Withdraw On Date or Due Date/Deliver By Date in each case, and determine whether to allow an additional one (1) or two (2) Business Days to avoid incurring any late fee charged by the Merchant. It is your responsibility to schedule Payments appropriately and in accordance with the Payee's requirements. Neither the Service Provider nor we shall be responsible for late payments, nor to reimburse you for late fees, for any Payment delivered in accordance with your instructions, or as a result of a Payee's payment processing policies, or any other circumstance outside the Service Provider's control.

If a Payee accepts payments only by check, the Service Provider will send a check to the Payee. The check will be sent prior to the Payment Date/Withdraw On Date in order to ensure receipt by the Payee on or before the Due Date.

The payment will be debited from your Funding Account when the Payee processes the check. The Payee may process the check sooner than the Payment Date/Withdraw On Date you select in the Service. You should ensure you have Available Funds in your Funding Account in the event the check is processed sooner than the Payment Date/Withdraw On Date.

Payments to Payees, businesses or individuals outside the United States of America or its territories or commonwealths using the Bill Payment Service are prohibited.

F. Limitations on Payments

In addition to the limits described elsewhere in this Agreement and in the applicable Deposit Account Agreement, Payments that are associated with the Bill Payment Service are subject to a per transaction or per Payment dollar limit of \$9,999.99 and a total dollar limit of \$20,000.00 each Business Day, or as otherwise established by us from time to time. We may change the dollar limits at any time, without prior notice (other than any notice required by Applicable Law).

G. Editing or Cancelling Payments

Any Payment can be modified or cancelled, provided you access the Bill Payment Service prior to the Cut-Off Time on the Business Day that a Payment is going to be processed. Once a Payment is in-process, it cannot be cancelled through the Bill Payment Service. Instead, you must contact Customer Service to request a stop payment. A Recurring Payment may be edited or cancelled after processing for the then current Payment instance is complete.

H. Stop Payment

You may request to stop a Payment after a Payment has been processed by contacting us as set forth in the YOUR COMMUNICATIONS WITH ROCKLAND TRUST section of this Agreement. The Bill Payment Service's ability to stop a Payment successfully depends on how the funds were remitted to the Payee and the elapsed time since the Payment was processed. The Service Provider and we will make commercially reasonable efforts to stop a Payment per your request but shall have no liability if unsuccessful. You may be charged a stop payment fee for each request.

I. Exception Payments

Tax Payments and court ordered Payments may be scheduled through the Bill Payment Service; however, such Payments are discouraged and must be scheduled at your own risk. In no event shall we or the Service Provider be liable for any claims or damages resulting from your scheduling these types of Payments. The Service Provider shall have no obligation to research or resolve any claim resulting from any such Payment. All research and resolution for any misapplied, mis-posted, or misdirected Payments will be your sole responsibility.

J. Bill Payment Process

The Bill Payment Service will process Payments in accordance with the Payment instructions you provide. The Bill Payment Service will only process Payments on Business Days. The Bill Payment Service will debit your Funding Account and deliver those funds to the designated Payee on your behalf such that the funds arrive as close to the scheduled Due Date/Deliver By Date as is reasonably practicable. If you wish to have a Payment issued on an expedited basis to be mailed to your Payee on the next Business Day, it will be debited from your Funding Account and will be subject to a transaction limit of \$5,000.00. You will be charged a Convenience Fee of \$5.00 for making a payment on an expedited basis.

Numerous business and technical requirements determine if a Payee can accept Payments electronically, but in all cases, Payments can be remitted by check. The Service Provider shall have sole discretion to determine the

appropriate remittance method. In order to process Payments efficiently and effectively, or otherwise comply with a Payee's remittance requirements, the Bill Payment Service reserves the right to change or update Payee data or alter the method of Payment remittance. Neither the Service Provider nor we shall be responsible for late Payments, nor to reimburse you for late fees, due to (i) U.S. postal or overnight carrier delivery issues; (ii) electronic remittance network issues; (iii) your Payee's payment processing procedures; (iv) instances where the financial risk associated with the Payment requires check remittance instead of electronic remittance or additional Business Days to ensure sufficient funds in the Funding Account are available; or (v) other circumstances beyond Service Provider's or our control.

K. Authorization

When you schedule a Payment, you expressly authorize the Service Provider and/or us to withdraw from your Funding Account the Payment Amount and to remit those funds to the designated Payee on your behalf, and additionally to debit your Funding Account for any applicable Bill Payment Service related fees. You further authorize us to credit your Funding Account for any Payment returned from or undeliverable to the Payee. In addition, you certify that the Funding Account is an Account from which you are authorized to make payments and incur debits.

You agree to have sufficient Available Funds on deposit in the designated Funding Account to process each Payment as requested by you, as well as any other payment obligations you have to us. We reserve the right, without liability, to reject or reverse a Payment if you fail to comply with this requirement or any other terms of this section. If you do not have sufficient Available Funds in the Funding Account and we have not exercised our right to reverse or reject a Payment, you agree to pay for such Payment obligations on demand. You further agree that we may, at our option, charge any of your Accounts to cover such Payment obligations. If you fail to pay such Payment obligations, you agree to pay our costs of collection, including reasonable attorney's fees, except as limited by Applicable Law. If Payments are processed against any uncollected deposit, uncollected balance, or otherwise insufficient Available Funds in the designated Funding Account, YOUR ACCOUNT WILL BE ASSESSED AND CHARGED THE APPROPRIATE OVERDRAFT, UNCOLLECTED, OR RETURNED ITEM INSUFFICIENT CHARGE. See our current Fee Schedule for the current amounts of these charges.

In addition, if you do not have sufficient Available Funds in the Funding Account and the Service Provider nevertheless pays a Payment as requested by you, you agree to pay any related Payment obligations to us on demand, except as limited by Applicable Law.

The Service Provider and/or we reserve the right to suspend or discontinue the Bill Payment Service at any time while an overdraft exists in your Funding Account or if fraud or other misuse of the Bill Payment Service is suspected.

You authorize the Service Provider and us to contact your Payees to request appropriate adjustments consistent with your Payment instructions and/or as pertaining to the SERVICE GUARANTEE and YOUR RESPONSIBILITIES sections above, and/or to stop payment on any payment issued against your Funding Account in connection with the Bill Payment Service in the unlikely event that the Bill Payment Service remits funds incorrectly to any of your Payees, and/or to withdraw funds from your Funding Account in such event if you otherwise receive the benefit of the amount of such incorrectly remitted funds.

L. Returned Payments

In using the Bill Payment Service, you understand that Payments may be returned by or to the Service Provider for various reasons including: the account or account number at the Payee is not valid, the Payee address is not valid, the Payee returns or rejects the remittance item, the account at the Payee has been paid in full or has been turned over to another company or individual. The Bill Payment Service shall use commercially reasonable efforts to research and correct the returned payment or void the payment and credit your Payment Account. You may receive notification of such occurrences from the Bill Payment Service.

M. Termination by You

You may terminate the Bill Payment Service by written notice to us. Neither we nor the Service Provider is responsible for terminating any scheduled One-Time Payment nor Recurring Payment processed prior to a reasonable opportunity to act on your termination notice. Once your Bill Payment Service is terminated, all of your scheduled One-Time Payments and Recurring Payments shall be terminated as well. You remain obligated for all Payments made by the Bill Payment Service on your behalf under this section.

N. Fees

You agree to pay applicable fees related to the Bill Payment Service in accordance with any fee disclosed at the time of the related transaction or, if not specifically disclosed, in accordance with our Fee Schedule. In addition, we will assess charges in accordance with the Fee Schedule if you request one or more of the services listed here. There will be no charge for any item if needed to correct a Bill Payment Service error. Services for which such additional charges may be imposed include:

- Check Copy Mailed or Faxed to Customer or Bank (Research)
- Check Copy Mailed to Merchant (Research)
- Stop Payment
- Overnight Carrier Delivery Charge (Expedited Payment) per item (See Fee Disclosed within Bill Payment Service)
- Research Fee for items over eight (8) months old (Research)

We and/or the Service Provider reserve the right to charge you for research time involving Payments no longer available in your Payment history screen. You will be informed of any such charges before they are incurred.

O. Account Security

You are solely responsible for controlling the safekeeping of and access to your Login ID, password, or other means to access the Account and the Bill Payment Service, as well as Online Banking. You agree not to give out or make available your Login ID, password, access code, or other access tools as applicable and as necessary to access your Account to any unauthorized individuals. You are responsible for all Payment transactions authorized by you or by anyone to whom you provide access to your Bill Payment Service and Account. You are liable for all Payment transactions you make or that you authorize another person to make even if that person exceeds his or her authority.

P. Electronic Mail (Email)

Sending email is a permitted way to communicate with us and/or the Service Provider regarding the Bill Payment Service. However, your email is actually sent via your own software and, as a result, it may not be secure. Because of this, you should not include confidential information, such as Account numbers and balances, in any email communication. You cannot use email to initiate Bill Payment Service transactions. All such transactions must be initiated using the appropriate functions within the Bill Payment Service. Neither the Service Provider nor we shall be liable for any errors, omissions, claims, or problems of any kind involving your email. You should not rely on email if you need to communicate with us and/or Service Provider immediately (for example, if you need to report an unauthorized transaction from one of your Accounts). We and/or the Service Provider will take action in response to an email request sent by you upon actual receipt of your message and once we and/or the Service Provider have had a reasonable opportunity to act.

Q. Disclosure of Information

It is our policy to treat your Bill Pay Service information as confidential. However, the Service Provider and/or we may disclose certain information about you, your Accounts and/or Payments to third parties where permitted by Applicable Law and in situations such as: when necessary to complete a Payment transaction per your instructions; when necessary to activate additional services per your request; in order to determine credit worthiness; in order to comply with government agency or court orders, financial services regulations or law; or if you give us or the Service Provider written permission.

Information submitted to the Service Provider or its suppliers is the property of those parties, and they are free to use and disclose that information, or any ideas, concepts, know-how, or techniques contained in that information to any third party for any purpose whatsoever, except as specifically agreed by us or prohibited by law.

R. Account and Contact Information

It is your sole responsibility to maintain accurate and complete contact information and Funding Account information in your user profile. This includes, but is not limited to, name, address, phone numbers and email addresses, and verifying account numbers. Changes can be made within the Bill Payment Service or by contacting Customer Service. Changes you make are typically effective immediately. Neither the Service Provider nor we shall be responsible for any payment processing errors or fees incurred if you do not provide accurate Funding Account or contact information.

MOBILE BANKING SERVICE

A. Enrolling in the Mobile Banking Service

In addition to accessing the Service through a desktop or laptop computer, you may also access the Service by using a Mobile Device. When you access the Service through a Mobile Device we refer to the Service as the “Mobile Banking Service.” We offer three means by which you may use your Mobile Device under our Mobile Banking Service. Here is how to enroll in each:

- **Mobile App.** To enroll, you must download our Mobile Banking Application (the “App”) from the App Store (for Apple devices) or Google Play (for Android devices) to your Mobile Device. You will use the same Login ID and password that you use for Online Banking to log in to the App.
- **Text Banking.** To enroll, you must log into Online Banking and enable your Mobile Device for Text Message Banking (under the Text Banking Tab, within Mobile Banking Settings).

To use the Mobile Banking Service, you must have a Mobile Device, which may be a mobile phone, tablet, or other equipment with the mobile carrier, operating system, data plan, software, and hardware supported by us now or in the future.

B. Mobile Banking Service Formats

As further described below, the Mobile Banking Service permits you to use a Mobile Device to perform certain transactions associated with your eligible Accounts with us (hereinafter, each a “Mobile Banking Account”). If you use the Mobile Banking Service in the form of SMS messages or Text Banking, you are solely responsible for the content of and the mis-delivery of any SMS text messages. You agree to provide accurate source indication (i.e., the Mobile 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 EMAIL ACCOUNT MAY BE ABLE TO VIEW THE CONTENT.

Mobile App. The Mobile App permits you to access the Service and conduct certain transactions through an application that you download to your Mobile Device.

Text Banking. This feature of the Mobile Banking Service may be used to request information about your Mobile Banking Accounts. With this feature, you may send us a text/SMS message to request the information you need, and you will receive a text/SMS message reply with the balance and transaction information you have requested. With Text Banking, you text certain commands or codes to us to obtain the information you are requesting – e.g., text “BAL” to get balances on all of your Mobile Banking Accounts in reply. (Other commands or codes that may be used with this feature may be found at www.RocklandTrust.com). With this feature, no personal information is exchanged (such as your full account number, PIN, or email address). You must be an Online Banking user to utilize Text Banking. We may send you by SMS only those communications directly relating to the Mobile Banking Service, including, without limitation, welcome messages, information, alerts, surveys, and other requests for information, to the extent permitted by and in accordance with Applicable Law and to the extent consistent with our Privacy Policy. We will not send you advertisements or promotions by SMS. By entering your phone number for enrollment in text banking, you acknowledge that you agree to the terms of service and are subscribed until you send STOP to Rockland Trust. Text Banking may not work with all cellular carriers and may not be compatible with all mobile devices. Message and data rates may apply. By using Text Banking, you confirm that you hold the Account corresponding to the mobile phone number you have entered, or that you have the account holder’s permission to use this service. For help, send HELP to 226563. To cancel, text STOP to 226563 at any time.

We or our affiliates may send you by email and/or by other methods communications relating to the Mobile Banking Service including, without limitation, advertisements and/or promotions to the extent permitted by and in accordance with Applicable Law and to the extent consistent with our Privacy Policy.

C. Mobile Banking Service Transactions

Subject to additional requirements discussed elsewhere in this Agreement, you may use the Mobile Banking to initiate transactions to or from your Mobile Banking Accounts that are available through the Service. When you initiate such transactions through Mobile Banking, they are considered to be a “Mobile Banking Transaction” under this Agreement. You may use Text Banking for Balance Inquiries, Internal Transfers and a limited transaction history.

Limitations on Mobile Banking Transactions.

- (i) Dollar and Frequency Limitations on Transfers and Transactions. In addition to regulatory limits discussed in your Account Agreement, we reserve the right to limit the frequency and dollar amount of Internal Transfers, External Transfers and/or Mobile Bill Payment Transactions initiated via your Mobile Device for security reasons. Those limits are the same as and will be combined with those that apply to transactions initiated via Online Banking, as further described in and in accordance with the INTERNAL TRANSFERS section, EXTERNAL TRANSFERS section, and BILL PAYMENT SERVICE section of this Agreement, respectively.
- (ii) You may make multiple transfers per day, subject to the limits set forth above and in the INTERNAL TRANSFERS section, EXTERNAL TRANSFERS section, and BILL PAYMENT SERVICE section of this Agreement, respectively.
- (iii) Mobile Device Limitations. The Mobile Banking Service and some Mobile Banking Transactions may not be available on all types of Mobile Devices. You also understand and agree that the Mobile Banking Service may not be accessible or may have limited utility over some mobile networks, such as while roaming.

D. Standard Messaging Service Charges

You understand that the standard data and text messaging rates charged by the Carrier providing service for your Mobile Device apply when you use your Mobile Device to enroll in and use the Mobile Banking Service.

E. Documentation

Mobile Banking Transactions will appear on your monthly Account statement.

ACCOUNT AND SECURITY ALERTS

The Service provides optional, voluntary Account and mandatory security alerts associated with certain modules of the Service.

Account alerts allow you to choose alert messages that are Account-based or date-based. We may add new alerts from time to time or cancel old alerts. Each alert has different options available, and you may select from among these options upon activation of your alerts service. Alerts are subject to the following:

Electronic alerts will be sent to the phone number(s), email address(es), or Mobile Device(s) identified by you via Online Banking or on enrollment and/or set-up form(s). If your phone number(s), email address(es), or Mobile Device(s) changes, you are responsible for updating that information via Online Banking, and such change(s) will apply to all of your alerts.

You understand and agree that your alerts may be delayed or prevented by a variety of factors. We will use commercially reasonable efforts to provide alerts in a timely manner with accurate information. We neither guarantee the delivery nor the accuracy of the contents of any alert. You also agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance of an alert. You agree that we are not responsible for any costs or fees incurred as a result of alerts directed by you.

Alerts are not encrypted. We will never include your Login ID or password or full Account number(s). However, alerts may include your name and some information about your Accounts, depending upon your selection of specified alerts.

MOBILE DEPOSIT SERVICE

Mobile Deposit Service. The Mobile Deposit Service is designed to allow you to make deposits to any checking or savings account to which you have deposit rights (each such account hereinafter referred to as a "Mobile Deposit Authorized Account") using your Mobile Device. Each such deposit is referred to in this Agreement as a "Mobile Deposit Transaction." By using the Mobile Deposit Service, you authorize the Bank to convert checks to images or create substitute checks for the purpose of clearing the check. By using the Mobile Deposit Service, you authorize the Bank, or any affiliated companies, to request and obtain from time to time, credit reports or other information from any consumer reporting agencies. The Bank reserves the right to decline your request to use the Mobile Deposit Service for any reason. The Bank also reserves the right to change the Mobile Deposit Service at any time and in any manner in its sole discretion. Your continued use of the Mobile Deposit Service will indicate your acceptance of any such changes to the Mobile Deposit Service.

Limitation of Mobile Deposit Service. There is a daily Mobile Deposit Transaction limit which is presented when you login to complete a Mobile Deposit. When using the Mobile Deposit Service, you may experience technical or other difficulties. We are not responsible for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Mobile Deposit Service, in whole or in part, or your use of the Mobile Deposit Service, in whole or in part, immediately and at any time without prior notice to you.

Eligible Checks. You agree to deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to the Bank shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Massachusetts. You agree that you will not use the Mobile Deposit Service to deposit any checks as shown below:

- Checks payable to any person or entity other than you.
- Checks payable to you and another party who is not a joint owner on the Mobile Deposit Authorized Account.
- Checks that were drawn by you or any other person or authorized signer on your deposit accounts with us.
- Checks containing alteration to any of the fields on the check or item, or which you know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks previously converted to a substitute check, as defined in Reg CC.
- Checks that are remotely created checks, as defined in Reg CC.
- Checks drawn on a financial institution located outside the United States or that is not payable in United States Currency.
- Checks dated more than six (6) months prior to the date of deposit.
- Checks prohibited by the Bank's current procedures relating to the Mobile Deposit Service or which are otherwise not acceptable under the terms of your Account Agreement.
- Checks where the numerical and written amount are different.
- Checks that have been previously returned unpaid by the financial institution on which they are drawn. You will not deposit or re-present the original check.
- Checks that are payable to cash.

Image Quality. The image of a check transmitted to the Bank using the Mobile Deposit Service must consist of legible images of the front and back of the check. The image that is transmitted must be of such quality that the following information can easily be read by sight review of the image:

- The amount of the check;
- The payee;
- The drawer's signature;
- The date of the check,
- The check number;
- Information identifying the drawer and the paying bank that is preprinted on the check in the MICR line, including the routing transit number, account number, check amount when encoded, serial number, and process control field;
- Other information placed on the check prior to the time that the image is captured (such as any required identification or any endorsements applied to the back of the check); and
- The image quality of the check must comply with the requirements established from time to time by the American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. The Bank is not required to process any check image that is prohibited from being presented, that does not contain the information required, that is not legible or that is prohibited under this Agreement, your Account Agreement or Applicable Law.

You are solely responsible for the quality, completeness, accuracy, validity, and integrity of the image quality. You are also solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect, or illegible check images to us or if the Mobile Deposit Service is used by authorized or unauthorized persons to submit fraudulent, unauthorized, inaccurate or incorrect, or otherwise improper or unusable check images to us.

Endorsements and Procedures. You agree to restrictively endorse any check transmitted through the Mobile Deposit Service as "For deposit only, Rockland Trust Company account # _____" or as otherwise instructed by the Bank. You agree to follow any and all other procedures and instructions for use of the Mobile Deposit Service as the

Bank may establish from time to time.

Receipt of Check Images. We reserve the right to reject any check image transmitted through the Mobile Deposit Service, at our discretion, without liability to you. We are not responsible for check images we do not receive or for images that are dropped or become corrupted or illegible during transmission. An image of a check shall be deemed approved when you receive a confirmation email from the Bank that we have received and approved the check image.

Receipt of such confirmation does not mean that the transmission was error-free, or that your Mobile Deposit Authorized Account will not be charged back for the amount of the deposit and any applicable returned deposited item or other fee under the Account Agreement if the check image presented is dishonored or returned unpaid for any reason by the financial institution on which it is drawn.

Availability of Funds. Funds deposited using the Mobile Deposit Service and approved before 7:00 PM Eastern Time will have next-day availability in accordance with the Funds Availability Policy in the Account Agreements. The Bank may make such funds available sooner 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 the Bank, in its sole discretion, deems relevant.

Disposal of Approved Checks. Upon proper clearing of funds and confirmation of your deposit from Rockland Trust, you agree to prominently mark the check as "Electronically Presented" or "VOID" and to properly dispose of the check by commercially reasonable means (such as shredding the check) to ensure that it is not presented again for payment. You agree any check that has been processed through the Mobile Deposit Service will not be presented by you again. You will promptly provide any retained check, or a sufficient copy of the front and back of the check, to the Bank as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or check image, or for the Bank's audit purposes.

Limits. There is currently no limit on the number of Mobile Deposit Transactions you may initiate. However, we reserve the right to impose limits on the amount(s) and/or number of Mobile Deposit Transactions that you make using the Mobile Deposit Service and to modify such limits from time to time. The Bank does not accept Mobile Deposit Transactions above the limits that we establish for your Mobile Deposit Authorized Account. If we do permit you to make a Mobile Deposit Transaction in excess of these limits such Mobile Deposit Transaction will remain subject to the terms of this Agreement. If we permit a Mobile Deposit Transaction in excess of these limits it does not obligate us to do so in the future.

Hardware and Software. In order to use the Mobile Deposit Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Bank from time to time on the Mobile Deposit Service website. Go to www.RocklandTrust.com for current hardware and software specifications. You understand and agree that you are solely responsible for any Internet, cellular, data download, and other charges that your Internet service provider or wireless service provider may impose for your access to the Internet to use the Mobile Deposit Service.

Presentment and Collection. The manner in which the checks are cleared, presented for payment, collected, and credited to your Mobile Deposit Authorized Account shall be in the Bank's sole discretion, subject to the terms of your Account Agreements.

Your use of the Mobile Deposit Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Mobile Deposit Service. Without limiting the restriction of the foregoing, you may not use the Mobile Deposit Service:

- In any anti-competitive manner;

- For any purpose which would be contrary to the Bank's business interest; or
- To the Bank's actual or potential economic disadvantage in any aspect.

You must use the Mobile Deposit Service in accordance with this Agreement and your Account Agreement. You may not copy, reproduce, distribute, or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Mobile Deposit Service.

By using the Mobile Deposit Service, you represent, warrant and/or covenant to the Bank that:

- You are the owner or authorized depositor of the Account(s) that you use with the Mobile Deposit Service;
- You will not transmit any checks that are deemed ineligible under the terms of this Agreement;
- The check images you transmit using the Mobile Deposit Service will meet the image quality standards outlined in this Agreement and/or on the Mobile Deposit Service website;
- You will not transmit duplicate checks;
- You will not deposit or re-present the original check;
- All information you provide to the Bank in connection with the Mobile Deposit Service is accurate, true, and complete;
- You will comply with this Agreement and Applicable Law;
- You have possession of the check that you will deposit as a Mobile Deposit Transaction and no other party will submit that check for payment;
- You are authorized to enforce and obtain payment on the check(s) that you deposit through the Mobile Deposit Service;
- The check(s) that you deposit through the Mobile Deposit Service were authorized by the drawer in the amount stated on the check and to the payee(s) indicated on the check; and
- The check images that you submit contain no viruses or other disabling features that may have an adverse impact on our network, data, or related system.

With respect to each check image that you submit, you make to us all representations and warranties that we are deemed to make to any third party pursuant to Applicable Law or clearinghouse rule.

Security. You will complete all Mobile Deposit Transactions promptly. If you are unable to do so, you will ensure that the Device that you use to initiate the Mobile Deposit Transaction remains in your possession until the Mobile Deposit Transaction has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized Mobile Deposit Transactions. You will notify us immediately by telephone with written confirmation if you learn of the loss or theft of any checks that you have deposited through the Mobile Deposit Service. You will ensure the safety and integrity of the checks that you deposit through the Mobile Deposit Service from the time that you receive them until they are disposed in accordance with the terms of this Agreement.

STOP PAYMENT

You may use Online Banking to initiate an electronic stop payment request for any check written on your Accounts, including those issued via the Bill Payment Service. You agree that any stop payment request shall be null and void after six (6) months from the date of the order, or such earlier time as communicated by us to you. You agree to provide all required information relating to stop payment requests. If you fail to provide us with complete information or if the information you provide is incorrect, you agree that we shall not be responsible for any failure to stop payment on such item. You understand that if the stop payment request comes too late for us to have a reasonable time to act on it prior to paying, settling for, posting or becoming accountable for the check described in the request, then your stop payment request shall be of no effect. You agree not to make a claim against us if the check is paid through inadvertence, accident, oversight or if we are required to pay such check by a holder in due course or if by reason of such payment, other items drawn on your Account(s) are returned insufficient. You agree to indemnify and hold us harmless from and against any and all losses, damages and expenses, including court costs

and attorney's fees, incurred by us due to our refusal of payment of any check or other item in accordance with your instructions.

PROCESSING CUT-OFF TIMES

Except as otherwise provided in this Agreement, any Internal Transfers submitted by you after 9:00 PM Eastern Time are considered part of the next Business Day. External Transfers sent by you after 4:30 PM Eastern Time are considered part of the next Business Day. Bill Payment requests submitted after 4:00 PM Eastern Time are considered part of the next Business Day. We reserve the right to change these Cut-Off Times. You will receive notice if they change in accordance with Applicable Law.

YOUR LOGIN ID, PASSWORD AND OTHER SECURITY PROCEDURES

You will be required to use a Login ID assigned to or selected by you, as well as a password selected by you, each time you log-in to use Online Banking. You agree that we may rely on your Login ID, password, and other security procedures, as further described in this Agreement and in our "Online Banking Security Procedures Disclosure" as provided to you upon enrollment in Online Banking and as we may modify in our sole and exclusive discretion from time to time, to identify and authenticate you when you use the Service (hereinafter, collectively the "Security Procedures"). You agree to protect the Security Procedures to prevent unauthorized use.

You understand that the Security Procedures include "enhanced log-in security" to access Online Banking and perform certain transactions as described in this Agreement. Enhanced log-in security incorporates a multi-part credential for each user of Online Banking that is in addition to Login IDs and password security. It incorporates an additional factor(s) of identity authentication that may include, but is not limited to, additional log-in security features such as security cookies and one-time passcodes. The enhanced log-in security will require each user of Online Banking to establish and utilize, in addition to individual Login IDs and passwords, his/her own individual authentication by selecting a preferred out-of-band delivery channel for one-time passcodes.

Additional required and/or optional Security Procedures may apply to you and/or to different Online Banking features. Any such additional required and/or optional Security Procedures will be described in this Agreement and/or our Online Banking Security Procedures Disclosure.

We will execute authenticated transfers or transactions that are in conformity with all Security Procedures and other requirements set forth in this Agreement. We may require additional authentication of any transfer or transaction request. We reserve the right to reject a transfer or transaction request that cannot be properly authenticated.

Except as is more fully discussed in this Agreement, you understand and agree that you are responsible for all transfers and payments made through the Service using the Security Procedures. You also acknowledge and agree that if you permit another party(ies) to use the Security Procedures to access the Service, or otherwise authorize them to use the Service, you are responsible for any and all Online Transactions that the party(ies) makes from your Account, even if it exceeds your authorization. Subject to the terms of this Agreement, we may follow and comply with any transfer instructions entered into the Service using the Security Procedures.

You acknowledge and understand the importance of your role in preventing misuse of your Accounts through Online Banking. You agree that it is your sole responsibility to protect the confidentiality of your Account and Account number, the Security Procedures, and your personal identification information, such as your driver's license number and social security or tax identification number. You should not use a public computer to access Online Banking. You agree that if you access the Service from a computer other than your own (such as a public computer terminal at a library or Internet café), you will not leave the computer unattended while using the Service. You also agree that, in such situations, you will always end your session using the Service by clicking on the LOG OFF button. We will not be liable to you for any losses that may result from your failure to follow these security provisions.

You understand that personal identification information, by itself or together with information related to your Account, may allow unauthorized entry and access to your Account. Data transferred via Online Banking is encrypted in an effort to provide transmission security, and Online Banking utilizes identification technology to verify that the sender and receiver of Online Banking transmissions can be appropriately identified by each other.

We will never email you to request your Login ID and password or your personal Account information over the Internet. If you suspect that an unsolicited email of this nature is fraudulent, please contact us.

FEES AND CHARGES

You agree to pay the fees and charges for your use of the Service as set forth in the Fee Schedule as it may be amended from time to time with notice to you as required by Applicable Law. You agree that all such fees and charges will be deducted from the checking Account you designate as the Checking Account. If you close your Primary Checking Account, you must contact us immediately to designate another Account as your Primary Checking Account. You agree to pay any and all additional charges for services you request which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of Online Banking.

YOUR COMMUNICATIONS WITH ROCKLAND TRUST

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

- **Email.** You can contact us by email at Customer.Service@RocklandTrust.com. (Please note that banking transactions through Online Banking are not made via email.)
- **Telephone.** You may contact us by telephone Monday – Friday 7:00 AM to 8:00 PM, Saturday 8:00 AM to 5:00 PM or Sunday 10:00 AM to 3:00 PM at 508.732.7072.
- **Postal Mail.** You can write us at: Rockland Trust, Attn: Customer Information Center, 288 Union St., Rockland, MA 02370.
- **In Person.** You may visit us in person at any one of our branch locations.

YOUR LIABILITY FOR UNAUTHORIZED EFTS

Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an EFT has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You can lose no more than \$50 if you fail to give us notice of your lost or stolen Card or PIN and they are used without your permission.

WHO TO CONTACT IN EVENT OF UNAUTHORIZED TRANSFER

If you believe your Card or PIN has been lost or stolen, call our Customer Information Center at 508.732.7072 weekdays 7:00 A.M to 8:00 P.M., Saturday 8:00 A.M. to 5:00 P.M. or Sunday 10:00 A.M. to 3:00 P.M. You may also write to us at the address in Section 23, below. You should also call or write to this address if you believe a transfer has been made using the information from your check without your permission.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR EFTs

Call our Customer Information Center 508.732.7072 or write to us as soon as you can at the address provided in Section 23, below, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) calendar days after we sent the FIRST statement on which the problem or error appeared.

- (a) Tell us your name and deposit account number (if any).
- (b) Describe the error or the transfer 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 ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your deposit account within ten (10) Business Days for the amount that 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 may not provisionally credit your deposit account.

For errors involving new deposit accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) calendar days to investigate your complaint or question. For new deposit accounts, we may take up to twenty (20) Business Days to credit your deposit account for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing our 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.

UNAUTHORIZED ONLINE TRANSACTIONS

Tell us AT ONCE if you believe your Login ID or password has been stolen or compromised or if someone has transferred or may transfer money from your Account without your permission. The best way to minimize your loss is to call us IMMEDIATELY. You can lose no more than \$50.00 if you fail to give us notice if your Login ID or password is stolen or compromised and they are used without your permission.

To notify us, please contact us using the information provided above under YOUR COMMUNICATIONS WITH ROCKLAND TRUST.

When you give someone your Login ID or password, you are authorizing that person to use your Service, and you are responsible for all Online Transactions the person performs using your Service. All transactions that person performs, even transactions you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, then transactions that person performs after the time you notify us are considered unauthorized, so long as we have had a reasonable opportunity to act on your notice.

Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions. For your protection, you should sign-off after every Online Banking session and close your browser to ensure confidentiality.

OUR LIABILITY IF WE FAIL TO MAKE CERTAIN EFTS

Our Liability. If we do not complete a transfer to or from your deposit 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:

- (a) If, through no fault of ours, you do not have enough money in your deposit account to make the transfer.
- (b) If the funds are subject to legal process or other encumbrances restricting the transfer.
- (c) If the transfer would go over the credit limit on your overdraft line (as applicable).
- (d) If the ATM where you are making the withdrawal does not have enough cash.
- (e) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (f) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (g) There may be other exceptions stated in our Agreement with you.

IN NO EVENT WILL WE BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF YOU ADVISE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

CONFIDENTIALITY

We will disclose information to third parties about your deposit account or the EFTs that you make:

- (a) Where it is necessary for completing transfers;
- (b) In order to verify the existence and condition of your deposit account for a third party, such as a credit bureau or a merchant;
- (c) To a person authorized by law to have access to our records as part of his/her official duties;
- (d) To consumer reporting agencies (as defined by Applicable Law);
- (e) In order to comply with government agency or court orders, such as a lawful subpoena;
- (f) To our employees, auditors, attorneys and collection agencies in the course of their regular duties (for example: to service your deposit account relationship with us or to resolve a dispute or claim);
- (g) In accordance with our Privacy Policy; or
- (h) If you give us your written permission, such permission being effective for forty-five (45) calendar days.

If an unauthorized disclose of information regarding your EFTs or deposit accounts occurs, we will provide you with notice as required by Applicable Law.

STOPPING PRE-AUTHORIZED PAYMENTS

- (a) **Generally.** The initiation of certain EFTs from your deposit account will, except as otherwise provided in this Agreement, eliminate your ability to stop payment. 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.

- (b) ***Your Right to Stop Preauthorized Payments and the Procedure for Doing So.*** If you have told us in advance to make regular payment out of your deposit account, you can stop any of these payments. Here's how: Call our Customer Information Center at 508.732.7072 or write to us at Rockland Trust, ATTN: Deposit Services, 288 Union Street, Rockland, MA 02370 in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. Please refer to our Rates and Fees Schedule for the amount we will charge you for each stop payment order you give. If you order for us to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your Losses or damages.

NOTICE OF VARYING AMOUNTS

If the regular payments that you have told us to make in advance from your deposit account may vary in amount, the person you are going to pay will tell you ten (10) calendar 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.)

PREAUTHORIZED DEPOSITS

If you have arranged to have direct deposits made to your deposit account at least once every sixty (60) calendar days from the same person or company, you may call our Customer Information Center at 508.732.7072 to find out whether or not the deposit has been made.

LIMITED LIABILITY

Except as otherwise expressly provided in this Agreement or required under Applicable Law, unless we acted in bad faith, we are not liable to you for delays, errors, or Losses that occur with respect to your use of the Service because of our performance (or failure to perform) under this Agreement. In addition to that limitation, we are also not liable to you for mistakes or delays with respect to your use of the Service that are caused by circumstances beyond our control, such as acts of civil, military or banking authorities, national emergencies, insurrection, war, riots, acts of terrorism, failure of transportation, communication or power supply, or malfunction of or unavoidable difficulties with our equipment. IN NO EVENT WILL YOU OR ANY PERSON ACTING ON YOUR BEHALF BE ABLE TO RECOVER FROM US ANY CONSEQUENTIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES OR LOST PROFITS, EVEN IF YOU ADVISE US OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

INDEMNITY

You agree to indemnify and hold us, our shareholders, directors, officers, employees, and agents (and our affiliates and subsidiaries and the shareholders, directors, officers, employees, and agents of our affiliates and subsidiaries) harmless from and against any and all Losses claimed by or otherwise involving third parties and arising from or in connection with the Service provided under this Agreement, except for Losses due to our own gross negligence or willful misconduct. Additionally, you further agree to hold us, and our shareholders, directors, officers, employees, and agents (and our affiliates and subsidiaries and the shareholders, directors, officers, employees, and agents of our affiliates and subsidiaries) harmless from Losses claimed by or otherwise involving third parties arising out of actions taken or omitted in good faith by us in reliance upon instructions from you, an authorized signer/convenience signer or fiduciary, or any person acting on your behalf. We are not responsible for any actions or omissions by any third party that is not a Third Party described in this Agreement or is not otherwise under our direct control.

DEFINITIONS

Certain terms used in this Agreement are defined in the portion of this Agreement where they are used. The following terms are also used throughout this Agreement and have the meanings indicated below:

- “Account Agreement(s)” means the terms and conditions of any Credit Account Agreements, Loan Agreements Deposit Account Agreements, Fee Schedule, and any other agreements, security instruments, disclosures, or other documents regarding your Credit Accounts, Loan Agreements and/or Deposit Accounts that you may have with us, each as may be amended from time to time.
- “Agreement” means all terms and conditions defined in this Rockland Trust Online Banking Agreement.
- “Applicable Law” means federal laws and regulations and, to the extent not preempted by federal law, the laws of the Commonwealth of Massachusetts.
- “Available Funds” means the balance in a Deposit Account, which includes collected funds on deposit plus any overdraft credit line balance associated with the Deposit Account.
- “Bill Payment Service” means the online bill payment service offered by Rockland Trust and any associated Service Provider as described in this Agreement.
- “Business Day” means every Monday through Friday, excluding Bank holidays. Saturday and Sunday are not Business Days for purposes of this Agreement, even if Rockland Trust is open for any business on such days.
- “Computer” means your computer or other Internet access device, any software, and the related equipment.
- “Consumer” means a natural person that uses the Service for personal, family or household purposes.
- “Credit Account(s)” means any line of credit, loan, mortgage, or other applicable open-end or closed-end credit that you maintain with us.
- “Credit Account Agreement(s)” means collectively and as applicable, except as otherwise indicated in this Agreement, the promissory notes, credit agreements, mortgages, and any other documents, disclosures, or agreements that you execute or otherwise agree to that establish your rights and responsibilities under, and otherwise provide the terms and conditions of, your Credit Accounts with us.
- “Cut-Off Time” means the time each Business Day that you must submit a transaction in order for it to be completed that Business Day.
- “Deposit Account(s)” means any checking account, money market deposit account, savings account, certificate of deposit, or other eligible deposit account you may have with us.
- “Deposit Account Agreement(s)” means collectively and as applicable, except where otherwise indicated in this Agreement, the Bank’s Personal Deposit Account Agreement and its Business Deposit Account Agreement and associated Fee Schedule and agreements governing certificates of deposit, each as amended from time to time.
- “Due Date” or “Deliver By Date” or “Delivery Date” means, for purposes of the Bill Payment Service, the Business Day on which you schedule the Payment to be delivered to your Payee, unless this date falls on a non-Business Day, in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date you determine to be most appropriate to deliver payment to your Payee, considering such factors as the Payee specified date payment due, grace period, late payment policy or late fee, and/or your knowledge of actual time required for the Payee to receive and process the payment and to credit your account with the Payee, and/or the urgency/criticality of payment delivery, as the case may be.
- “Electronic Funds Transfer” (or “EFT”) is used as defined in the Electronic Funds Transfer Act and Federal Reserve Board Regulation E to mean an electronic transfer of funds initiated by a computer or similar device to or from a consumer’s Deposit Account, such as transfers through Online Banking, including the Mobile Banking Service.
- “Enrollment Form” means your electronic “Auto Enroll” acceptance or paper enrollment form accepted by us that designates those of your Accounts that you wish to access using Online Banking and such additional services, including the Bill Payment Service or e-Statements Service, that you request to use and we may approve from time to time.
- “eStatements” means the online service offered by Rockland Trust permitting you to view your current

Account statements for your Rockland Trust Accounts on a secure website.

- “Fee Account” means, for purposes of the Bill Payment Service, the checking or similar Account designated by you and from which we may automatically debit or otherwise collect all Bill Payment Service fees.
- “Fee Schedule” means, at any given time, our then current Rates and Fee Schedule applicable to the Deposit Account(s) opened by you and maintained with us, as well as those applicable to the Service.
- “Funding Account” means, for purposes of the Bill Payment Service, the checking or similar Account designated by you and from which we may debit or otherwise collect the funds necessary to remit the Scheduled Payment to the corresponding Payee, per your instructions.
- “Internal Transfers” means electronic transfers of funds between your eligible Accounts at Rockland Trust.
- “Losses” means any and all kinds of claims, fines, penalties, fees, costs, expenses, damages and liabilities including (without limitation) attorneys’ fees and litigation costs.
- “Merchant” means, for purposes of the Bill Payment Service, any business Payee that you establish within the Bill Payment Service for whom the Service Provider has established a business relationship expressly for the purpose of remitting Payments from the Bill Payment Service.
- “One-Time Payment” means, for purposes of the Bill Payment Service, a Scheduled Payment that results in a single payment delivered to the Payee per your instructions.
- “Payee” means, for purposes of the Bill Payment Service, the individual, business, or other entity to which you intend to send a payment through the Bill Payment Service and for which you accurately provide and maintain the appropriate or required information such as name, bill remittance/payment delivery address, phone number, account number and account holder name, and to whom you authorize us to remit payments on your behalf through the Bill Payment Service.
- “Payee List” means, for purposes of the Bill Payment Service, your personalized list of Payees maintained within the Bill Payment Service from which you may select a Payee to receive a scheduled Payment.
- “Payment” means, for purposes of the Bill Payment Service, the specific single instance of a One-Time Payment or a specific instance of a Recurring Payment, as the case may be.
- “Payment Amount” means, for purposes of the Bill Payment Service, the monetary figure you specify in a Scheduled Payment, including the regular amount and the final amount of a Recurring Payment series, that the Bill Payment Service shall remit to the Payee.
- “Payment Date” or “Withdraw On Date” or “Withdrawal Date” means, for purposes of the Bill Payment Service, the Business Day on which you schedule the Payment to be debited from your Funding Account, unless this date falls on a non-Business Day, in which case it shall be the immediately preceding or following Business Day as indicated in the Scheduled Payment instructions. In any case, it is the date on which sufficient Available Funds must exist in the Funding Account.
- “Privacy Policy” means our policy and disclosure regarding the personally identifiable information that we collect about you, and who we may share it with.
- “Recurring Payment” means, for purposes of the Bill Payment Service, a Scheduled Payment that results in a series of payments delivered to the Payee at regular intervals per your instructions, and shall continue to do so until you cancel it or until the maximum number of payments and/or final payment date that you specified is reached.
- “Rockland Trust”, “we”, “our”, “us” or “Bank” refers to Rockland Trust Company.
- “Scheduled Payment” means, for purposes of the Bill Payment Service, the payment instructions you establish within the Bill Payment Service in order to properly direct funds from the Funding Account that you designate to the Payee that you designate.
- “Service Provider” means, for purposes of the Bill Payment Service, any third party with whom we have contracted from to time to provide the Bill Payment Service.
- “You” or “your” means each Consumer that has enrolled in the Service. In addition, if you elect to receive Bill Payment Services or e-Statements, “you” and “your” refer to each person who accepts the Enrollment Form for those services or is otherwise authorized to use those services.

The following Security Procedures apply to access by all customers, except as otherwise expressly provided, to Rockland Trust's Online Banking Service as of the above date, including the Mobile Banking Service feature of Online Banking. The Bank may issue new Security Procedures and/or cancel or change any Security Procedures from time to time.

Except as may otherwise be noted, the following Security Procedures are required for all Online Banking Service customers:

Login ID: This is the electronic identification (in letters, numerals, and special characters) associated with each user of the Online/Mobile Banking Service that will be used for log-in.

Password: Each user of the Online/Mobile Banking Service will also be required to have a unique password known only to the user. Passwords are case-sensitive and must meet certain requirements, including, but not limited to, minimum and maximum length and types of characters, as further described in the Online/Mobile Banking system.

Each user is required to change his or her individual password from time to time for security purposes and on a frequency established by the Bank. Login IDs and individual passwords may not be shared with any other person or entity.

Enhanced Log-in Security: In addition to the above individual Login IDs and passwords, access to the Online Banking Service includes, as part of the security procedures, a multi-factor authentication security procedure at log-in for each user. Enhanced log-in security incorporates an additional multi-part credential for each user of Online Banking of identity authentication that may include, but is not limited to, additional log-in security features such as security cookies and one-time pass-codes. The enhanced log-in security will require each user of Online Banking to establish and utilize, in addition to individual Login IDs and passwords, his/her own individual authentication by selecting a preferred out-of-band delivery channel for one-time pass-codes that may be required from time to time at log-in. These log-in pass-codes may be delivered to users via email or such other method as Bank may offer from time to time, including, but not limited to, delivery to a designated phone or Mobile Device, as applicable, either by voicemail or SMS text.

Minimum System Requirements: Online Banking is designed to operate using the latest operating system and browser combinations. It is important for the Customer to keep the Computer's operating system and browser version current to ensure maximum security and user experience. This is in addition to the recommendations available at the Bank's Security Center, including, but not limited to, the following:

- update the Computer operating system
- keep the browser current
- install anti-virus software and anti-spyware software
- change passwords on a regular basis
- do not click links inside spam email, especially emails claiming to offer anti-spyware software

ADDITIONAL STRONGLY RECOMMENDED SECURITY PROCEDURES

From time to time and as applicable, the Bank may make available additional Security Procedures for use with Online Banking. The Bank strongly recommends the use of these additional Security Procedures to help deter and protect against unauthorized transactions associated with the Services, including the following:

- **Alerts.** As further described in the Rockland Trust Online Banking Agreement, the Bank provides optional Account and mandatory security alerts associated with certain modules of Online Banking and the Mobile Banking Service. Alerts may be set up to notify Customers of key Online Banking transactions or when other important activity has occurred. Additional details about Online Banking alerts are available at the Bank's

Security Center located at www.rocklandtrust.com.

- **Security Center.** The Bank provides important information, recommendations and best practices for Internet banking security at its Security Center - located at www.rocklandtrust.com. As an important additional security procedure, it is recommended that all Customers regularly review and implement the various actions described at the Security Center to help protect the Customer's financial and other sensitive information and mitigate fraud.