

## ***Essex Online Banking Agreement and Electronic Funds Transfer Disclosure***

This Online Banking Agreement and Electronic Funds Transfer Disclosure (“Agreement and Disclosure”) provides information about the Essex Savings Bank’s Online banking service described in this Agreement and Disclosure (the “Service” or “Essex Online Banking”) and contains the disclosures for consumer users of the Service required by the Electronic Funds Transfer Act.

For the purpose of this document, "I," "me," "my," and "mine" shall refer to each commercial or consumer user of the Service. "You," "your," or "Bank" shall refer to Essex Savings Bank. The term “consumer” shall mean a non-commercial user of the Service (i.e. an individual). All references to time of day in this Agreement and Disclosure refer to Connecticut Time.

### ***A. Essex Online Banking Service***

Essex Online Banking is an electronic banking service I may access, using a personal computer, through the Bank’s Onlinesite at [www.essexsavings.com](http://www.essexsavings.com).

### ***B. Account Designation***

I understand that in order to use Essex Online Banking, I must have a deposit or loan account with Essex Savings Bank.

### ***C. Banking Day***

For the purposes of this Agreement and Disclosure, our business days are Monday through Friday. Holidays are not included.

### ***D. Services Available through Essex Online Banking***

Essex Online Banking allows me to:

1. Transfer funds electronically, such as through the ACH or through a wire transfer (“Transfers”);
2. Obtain account information;
3. Obtain certain Essex Savings Bank product and service information;
4. Access my designated account(s) to pay most bills (“Bill Payments”); and
5. Access electronic account statements.

As used in this Agreement and Disclosure, the word “transaction” shall mean a Bill Payment, a Transfer, or both, as the context requires.

**E. General Information about Essex Online Banking**

Except as noted below, I may use Essex Online Banking at any time, day or night, 7 days a week. However, Essex Online Banking may be temporarily unavailable due to record updating, online site maintenance or technical difficulties. In addition, access to Essex Online Banking is made available pursuant to a license agreement by and between Essex Savings Bank and a third-party service provider ("Service Provider"). Any interruption of service or access caused by our Service Provider will also prevent use of the service. To utilize the services, I will need to enter a user ID and password and otherwise satisfy the Online Banking security procedures, as described below.

Transfers completed through use of the Automated Clearing House network ("ACH") are subject to the rules published by the National Automated Clearing House Association. I agree to comply with NACHA's ACH rules in connection with each Transfer I initiate via ACH, as designated in this Agreement. I agree that I will not initiate Transfers via ACH that violate state or federal laws. I agree that the Bank may audit my compliance with NACHA's ACH rules upon reasonable notice. Essex Savings Bank may terminate this Agreement immediately, without notice to me, if I violate NACHA's ACH rules.

**F. Transaction Procedures**

Bill Payments and Transfers may be processed in three different transaction modes. They are as follows:

- 1. "Today."** If I designate a Bill Payment or Transfer as a "Today" transaction, the scheduled initiation date will be the next business day. However, sufficient funds must be available on the day and at the time I request the "Today" transaction. "Today" Bill Payments and Transfers may not be cancelled for any reason once I have ended an Essex Online Banking session, as funds are immediately deducted from my designated account.
- 2. "Future."** If I designate a Bill Payment or Transfer as a "Future" transaction, I may request that the transaction be made on a future date that I may designate up to 364 days in advance of such date. The processing date will be the effective date I entered, or the next business day should the effective date fall on a weekend or holiday ("Scheduled Initiation Date"). Sufficient funds must be available by midnight of the night before the Scheduled Initiation Date, but will be deducted from my designated account on the Scheduled Initiation Date. "Future" transactions may be cancelled or changed until 3:00 p.m. (Connecticut time) of the day before the Scheduled Initiation Date.

3. **"Recurring."** If I designate a Bill Payment or Transfer as a "Recurring" transaction, I may request, and Essex Savings Bank will use, a Scheduled Initiation Date that reoccurs on a specified regular basis (i.e. weekly, bi-weekly, monthly, etc.). I will designate a "start" and "end" date. Sufficient funds must be available by midnight of the night before the Scheduled Initiation Date, but will be deducted from my designated account on the Scheduled Initiation Date. "Recurring" transactions may be cancelled or changed until 3:00 p.m. (Connecticut time) of the day before the Scheduled Initiation Date.

## G. **Bill Payments**

1. **Account Designation and Payees.** Bill Payments I make through Essex Online Banking will be deducted from the funding account I designate through Online Banking. I may utilize Essex Online Banking service to make Bill Payments to a maximum of up to 250 payees. Any payee I wish to pay through Essex Online Banking must be payable in U.S. Dollars and located in the United States. Each payee must appear on the payee list I create with you and the account I am paying with must be in my name. **I may not use Essex Online Banking to make payments to a federal, state or local governmental or tax unit, or to other categories of payees that you establish from time to time.**
2. **Processing.** Funds will be taken out of my designated funding account on the Scheduled Initiation Date entered by me. In many cases, my Bill Payments are electronically delivered to the payee within two business days of the Scheduled Initiation Date. However, some payees are not set up to accept electronic payment. In these cases, a check will be sent, which may take five business days to process and deliver to the payee. Essex Online Banking provides an indication of how many days to allow for each payee I designate.

I must allow sufficient time (2 or 5 business days, as indicated) for Essex Online Banking to receive my request and process the Bill Payments so that the funds can be delivered to the payee before the payment due date, or for mortgage payments, on or before the due date (the due date shown on my invoice or provided in my agreement with the payee, not taking into account any grace period provided by the payee). If I do not allow sufficient time, I will assume full responsibility for all late fees, finance charges, or other actions taken by the payee. If I schedule my Bill Payment with sufficient time, and the Bill Payment was not received by the payee, or was received late, Essex Online Banking Customer Service will assume responsibility for any late payment fees charged by the payee, provided the conditions outlined in the Payment Guarantee set forth in the Essex Online Banking site (See Help – Managing Transactions).

Essex Savings Bank is responsible only for exercising ordinary care in making payments upon my authorization and for mailing or sending a Bill Payment to the designated payee. Essex Savings Bank is not liable in any way for damages I incur if I do not have sufficient funds in my account to make the Bill Payment on the processing date, if the estimate of time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to account correctly for or credit the Bill Payment in a timely manner, or for any other circumstances beyond the control of Essex Savings Bank.

If the bill payment is not processed because there are insufficient funds available in my account, the bill payment will be automatically resubmitted the following business day. If the bill payment is not successful due to insufficient funds, an electronic message will be sent to me. Essex Savings Bank is not responsible if Essex Online Banking Customer Service is unable to reach me via this method, whether or not this is due to events beyond the control of Essex Online Banking Customer Service. Moreover, to take advantage of this service, I must keep Essex Online Banking Customer Service aware of any changes in my email address as well as current home or business phone numbers. In all cases, I am responsible for either making alternate arrangements for the Bill Payment, or rescheduling the Bill Payment through Essex Online Banking. In no cases will you automatically resubmit a Bill Payment for me after funds have become available.

Essex Online Banking Customer Service will attempt to notify me by telephone on the Scheduled Initiation Date if a Bill Payment is not processed because there are insufficient funds available in my account. Essex Savings Bank is not responsible if Essex Online Banking Customer Service is unable to reach me, whether or not this is due to events beyond the control of Essex Online Banking Customer Service. Moreover, to take advantage of this service, I must keep Essex Online Banking Customer Service aware of any changes in my current home or business phone numbers. In all cases, I am responsible for either making alternate arrangements for the Bill Payment, or rescheduling the Bill Payment through Essex Online Banking. In no cases will you automatically resubmit a Bill Payment for me after funds have become available.

## **H. Transfers**

- 1. InterBank ACH Transfers.** Transfers between my account with Essex Savings Bank and account(s) held by me at other financial institutions (“InterBank ACH Transfers”) are accomplished through an automated clearing house (“ACH”) debit entry against the account from which funds

are being transferred and an ACH credit entry to the account(s) funds are being transferred to.

- a. *Account Designation.*** An account I maintain at another financial institution (a “foreign account”) must be either a checking or a savings account and must be held in my name individually or jointly. I must provide the name and routing and transit number of the other financial institution, as well as the account number for the foreign account.
- b. *Funds Availability.*** Funds from InterBank ACH Transfers will be available for withdrawal in accordance with the funds availability policy of the institution(s) holding the account that receive the transferred funds. Generally, the account holding institution will receive the funds no later than five business days following the Scheduled Initiation Date. For “Today” InterBank ACH Transfers made during a session, I must schedule the transaction as a “Today” InterBank ACH Transfer before 3:00 p.m. on an Essex Savings Bank business day for the Scheduled Initiation Date to be that day. Otherwise, “Today” InterBank ACH Transfers scheduled after 3:00 p.m., or on a weekend or holiday, will have a Scheduled Initiation Date of, and thus will be initiated on, the following Essex Savings Bank business day.
- c. *Transfer Between Two Financial Institutions Other Than Essex Savings Bank.*** To Transfer funds between accounts I maintain individually or jointly at two other financial institutions (i.e. other than Essex Savings Bank), I must first transfer funds from one institution (by using that institution’s online banking service) into a designated funding account at Essex Savings Bank and then Transfer funds from my Essex Savings Bank designated funding account to the second institution.

**2. *InterBank ACH Transfers to Third Parties.*** Transfers between my account with Essex Savings Bank and account(s) held by another person or entity (e.g. a business entity) at other financial institutions (“Third-Party ACH Transfer”) are accomplished through an ACH debit entry against the account from which funds are being transferred and an ACH credit entry to the account(s) funds are being transferred to.

- a. *Transfer Authorization and Transfer Remittance.*** By providing you with names and telephone numbers, email addresses, and/or bank account information of third parties to whom I wish to direct transfers (“Receivers”), I authorize you to follow each transfer instruction that I deliver to you through the Service (“Transfer Instruction”). I authorize you to debit my designated funding

account at the Bank for such transfers plus any related fees in effect at the time I initiate the Transfer Instruction, and to remit funds on my behalf. I represent and warrant to you that each Receiver has authorized each Third-Party ACH Transfer I initiate. I acknowledge and agree that any applicable fees will be charged when you receive a Transfer Instruction from me, regardless of whether the Transfer Instruction is ultimately completed. I also authorize you to credit my funding account for transfers returned to you from Receivers to whom I sent transfer(s) and those transfers that were cancelled and returned to me because the processing of the Transfer Instruction could not be completed.

The Bank will generally post all next day transactions debiting my funding account regardless of the available balance on the day that the Transfer Instruction is resubmitted.

I acknowledge and agree that if my Transfer Instructions identify an account by name and account number, the Receiver's financial institution may execute those Transfer Instructions by reference to the account number only, even if such account number does not correspond to the account name. I further acknowledge and agree that financial institutions holding the account may choose to not investigate discrepancies between account names and account numbers and that you have no responsibility to investigate discrepancies between account names and account numbers.

It is my responsibility to ensure the accuracy of any information that I may enter into the Service (including but not limited to the Transfer Instructions and name, telephone number and/or email address for the Receiver to whom I am attempting to send a Third-Party ACH Transfer), and for informing you as soon as possible if I become aware that this information is inaccurate. The Bank will make a reasonable effort to stop or recover a Third-Party ACH Transfer made to the wrong person or entity once informed, but the Bank does not guarantee such stoppage or recovery and will bear no responsibility or liability for damages resulting from incorrect information entered by me.

- b. *Initiation of Transfer Instructions.*** I may initiate (a) a one-time Transfer Instruction to a Receiver for which processing shall be initiated immediately, (b) a one-time Transfer Instruction to a Receiver for which processing shall be initiated at a later specified date up to one (1) year, and (c) a recurring series of Transfer Instructions to a Receiver for which processing shall be initiated on the specified dates. Further details about each of these options can be found on the Service's online site.

I will provide all the required information about the Receiver, including his/her funding account, required by the Service to complete a transfer of funds. The Bank will initiate an initial test Third-Party ACH Transfer consisting of a small amount of money to ensure that the Receiver's account is open to receive the Third-Party ACH Transfer (a "Two-Step Transfer"). I understand and agree that when I initiate a Transfer Instruction from my funding account using the Service, the processing of the Transfer Instruction will begin and the debiting of my funding account will occur as early as the day of such initiation. However, the transfer funds will be transferred into the Receiver's funding account no earlier than the next Business Day after I initiated the Transfer Instruction. If I request a one-time Transfer Instruction to be initiated on a specified date or a recurring series of Transfer Instructions to be initiated on specified dates, then the processing of the Transfer Instruction will begin on the specified date and the debiting of my funding account will occur as early as the specified date(s). However, the transfer funds will be transferred into the Receiver's funding account no earlier than the next Business Day following the specified date. In addition, the deposit of the transfer funds into the Receiver's funding account (even if debited or withdrawn from your funding account) may be delayed if there are delays in completing the initial test Third-Party ACH Transfer. The Service's online site may contain additional information regarding the delivery of a transfer to a funding account.

- c. ***Transfer Cancellation, Stop Transfer Requests and Refused Transfers.*** I may cancel the initiation of a Transfer Instruction or stop a Transfer Instruction at any time until the processing of the Transfer Instruction into the Receiver's funding account has begun. The Bank's ability to stop a Transfer Instruction or recover funds associated with an unauthorized Transfer Instruction will depend on the manner in which the Transfer Instruction was initiated, and whether the Transfer Instruction to the Receiver's funding account has begun processing. Although the Bank will make a reasonable effort to accommodate a stop transfer request and to recover funds associated with an unauthorized Transfer Instruction, the Bank will have no liability for failing to do so. The Bank may also require me to present my stop transfer request or request to recover funds in writing within fourteen (14) days after contacting the Bank at 1-877-377-3922 or 1-860-767-4414 or write you at Error Resolution, Essex Savings Bank, P.O. Box 950, Essex, Connecticut 06426. The charge for each stop transfer or fund recovery request will be the current charge for such stop transfer or funds recovery service as set out in the Schedule of Consumer Account Charges for individual customers or Schedule of Business Account Charges. When I initiate a Transfer Instruction, the Receiver is not required

to accept the transfer. I agree that I will not hold the Bank liable for any damages resulting from a Receiver's decision to accept or not to accept a Transfer Instruction initiated or attempted through the Service. The Bank will, to the extent permitted by law, make reasonable attempts to return any unclaimed, refused, refunded, prohibited, or denied transfer to my funding account or use other reasonable efforts to return such transfer to me as permitted by law.

**3. *InterBank Wire Transfers.*** Transfers between my account(s) at Essex Savings Bank and accounts held by me or a third party at another financial institution ("InterBank Wire Transfers") are accomplished pursuant to the terms and conditions of this Agreement and Disclosure and of a separate Wire Transfer Agreement and Authorization I must enter into with Essex Savings Bank. If any term or condition of this Agreement and Disclosure conflicts with the Wire Transfer Agreement and Authorization, the Wire Transfer Agreement and Authorization will control.

**4. *IntraBank Transfers.***

**a. *Account Designation.*** I may designate up to 25 statement accounts at Essex Savings Bank between which I may transfer funds electronically through Essex Online Banking. I may also designate one or more of my loan accounts at Essex Savings Bank to which I may make payments via IntraBank Transfers. I may designate savings or checking accounts held by me (either individually or jointly) at Essex Savings Bank or by another person or entity (such as a business entity) at Essex Savings Bank to receive such transfers. I represent and warrant to Essex Savings Bank that each transfer I make to an account held by another person or entity has been authorized by such other person or entity.

**b. *Funds Availability.*** Although I receive immediate provisional credit upon completion of my Essex Online Banking session for "Today" IntraBank transfers made during the session, I must initiate transfers before 3:00 p.m. on a business day for those funds to be posted to an account that day and to be available for non-Essex Online Banking transactions. Transfers designated as "Today" transactions initiated after 3:00 p.m., or on a weekend or holiday, will be available for the payment of non-Essex Online Banking transactions on the following business day. "Today" transfers cannot be cancelled.

Transfers designated as "Future" or "Recurring" transactions will be processed by 8:00 a.m. of the Scheduled Initiation Date for provisional credit (i.e. for Essex Online Banking Bill Payments and Transfers, and cash withdrawals at ATMs or banking centers), and will post and be available by the next business day for payment of all other transactions. If the Scheduled Initiation Date falls on a weekend or holiday, the Transfer will occur on the next business day. Future-dated transfers may be changed or cancelled until 12:00 midnight of the night before the processing date.

**I. Limitations on Services**

1. **Dollar Limitations.** The following dollar limits apply to the applicable transfer type:

**Bill Payments:** \$100,000.00 maximum transaction (some restrictions apply, see G.1)

**IntraBank Transfers (except person to person or business to business):**

\$999,999.00 maximum transaction  
\$999,999.00 maximum daily limit

**InterBank Transfers:**

\$999,000.00 Daily Incoming Maximum  
\$5,000.00 Daily Outgoing Consumer Maximum \*  
\$10,000.00 Daily Outgoing Business Maximum \*  
Unlimited - 30 Day Incoming  
\$500,000.00 - 30 Day Outgoing  
(\*Exceptions subject to management approval)

**Person to Person or Business to Business Transfers:**

\$250,000.00 maximum transaction

**Loan Payments:**

\$15,000.00 maximum transaction  
\$30,000.00 maximum daily limit

**Wires:**

No limit

2. **Transfer Limitations.** Except as provided herein, all Bill Payments and Transfers to and from an account are subject to the terms and conditions applicable to such account as set forth in the Deposit Account Contract governing such account. With respect to Money Market Accounts, I may not make more than six transfers or withdrawals per month to another

account of mine or to third parties, when these transfers are made by means of a preauthorized or automatic transfer, or telephonic agreement, order or instruction.

- 3. Available Funds Required.** All Bill Payments and Transfers initiated through Essex Online Banking are subject to there being sufficient funds available in the designated funding account to cover the Transfer or Bill Payment on the Scheduled Initiation Date or earlier.

**J. Stopping or Modifying Essex Online Banking Authorized Payments**

Payments designated as "Today" transactions cannot be stopped, cancelled, or changed once my Essex Online Banking session is terminated. Except as stated below, in order to request a stop payment or change an Essex Online Banking transaction designated as "Future" or "Recurring", I must use Essex Online Banking and follow the instructions provided to me. I must cancel the Bill Payment or Transfer using Essex Online Banking by 12:00 midnight of the day before the Scheduled Initiation Date.

I understand you will only accept a verbal or written notice to stop an Essex Online Banking transaction if it relates to a payment designated as "Recurring" and only if the notice is received at Essex Online Banking Customer Service (at the address and phone number listed in Paragraph R of this Agreement and Disclosure) no later than three business days before the scheduled date of the Bill Payment or Transfer. If I call, you may also require me to put my request in writing and get it to you within fourteen days after I call. The notice must detail whether the cancellation applies to only one of the recurring transactions, or all transactions in the recurring stream. I understand that my written notice will only be accepted at the address and phone number listed in Paragraph R of this Agreement and Disclosure.

If I request a cancellation of a transaction as set forth above and you do not do so, you will be liable for the damages caused as explained in Paragraph Q.

**K. Authorization to Charge Accounts**

I authorize you to charge my designated account(s) for any transactions accomplished through the use of Essex Online Banking, including the amount of any Bill Payment or Transfer that I make, and any charges for the service. I understand that in adding a payee or maintaining a payee list, even if no payments are scheduled, I am electing to use the full Online Banking and Bill Payment service and therefore will be charged accordingly. I authorize you to process Bill Payments and to transfer funds according to the instructions you receive if the instructions are received from me through Essex Online Banking. I authorize you to initiate any reversing entry or reversing file, and to debit my accounts at Essex Savings Bank or elsewhere, in order to correct any mistaken

credit entry. I understand that if a Bill Payment or Transfer request describes the beneficiary inconsistently by name and account number, execution of the request will occur on the basis of the account number, even if it identifies a person different from the named beneficiary. Further, Essex Savings Bank and other financial institutions to which a Bill Payment or Transfer request is forwarded may rely on any Essex Savings Bank identification number supplied by me as a means to identify any other Essex Savings Bank, even if the identification number is different than the Essex Savings Bank named by me. My obligation to pay the amount of the Bill Payment or Transfer to Essex Savings Bank is not excused in such circumstances.

**L. Account Information Electronic Notice**

I may check the balance(s) of the Essex Savings Bank accounts that are linked by access through Essex Online Banking. (NOTE: the balance figure may not reflect recent transactions, and may include funds which are not subject to immediate withdrawal.) I may obtain a listing of transactions posted to my primary checking account since my last monthly statement, and may obtain general account information for all accounts linked to Essex Online Banking.

**M. Fees**

**1. Service Fees**

- a. Monthly Service Fee.** You may charge me a monthly service fee for use of Essex Online Banking. The amount of any such fee is set forth in the Schedule of Consumer Account Charges for individual customers or Schedule of Business Account Charges for business customers. You will automatically deduct the service fee from my primary checking account beginning 30 days from the date you enroll in the Online Banking service, unless a different date is agreed to. You will continue to charge my account monthly on the same day (or the next business day if the due date falls on a weekend or holiday), until the service is discontinued. You may give me the option to change the day on which you will charge me the monthly service fee.
- b. Transaction Fees.** If the deposit account from which the Bill Payment or Transfer is made is charged per-item fees for excess debit transactions, a fee will be charged for each Essex Online Banking Payment or Transfer in excess of the specified limit. The transaction fee may not apply to other accounts. The amount of this fee, and specific types of accounts that are excluded from this fee, are set forth in the Schedule of Consumer Account Charges for individual customers or Schedule of Business Account Charges for business customers.

## **2.     *Applicable To All Fees and Charges***

If I do not have sufficient funds in my primary checking account on the date the fee or charge is payable, I authorize you to automatically deduct the payment from my account as soon as funds are available.

## **N.     *Security Procedures***

Upon registering for initial access to the Service, I am responsible for selecting my User ID and password ("Password"). The Password is confidential and should not be disclosed to third parties. I am responsible for the safekeeping of the Password. I agree not to disclose or otherwise make the Password available to anyone not authorized to access my accounts. I also agree to otherwise satisfy the Service's security measures.

I represent that I have considered the security procedures described above and find that the security procedures are commercially reasonable for verifying that a Bill Payment, Transfer or other communication purporting to have been issued by me is, in fact, mine. In reaching this determination, I have considered the size, type and frequency of Bill Payments, Transfers or other communications that I anticipate issuing to Essex Savings Bank through the Service.

If the Essex Online Banking security procedures are not, in my judgment, commercially reasonable, I must inform you within 30 days. If the size, type and frequency of my Bill Payments and Transfers change, and the result is that the Essex Online Banking security procedures cease to be commercially reasonable, I must also inform you of this within 30 days.

Essex Savings Bank is not responsible for any electronic virus or viruses that you may encounter. We suggest that you routinely scan your personal electronic device(s) using a virus protection product. An undetected virus may corrupt and destroy your programs, files and hardware.

## **O.     *Liability for Unauthorized Use***

The provisions of this Section apply only to consumer (i.e. individual) users of the Service.

I will notify you immediately if I believe that my Password has become known to an unauthorized person, or has been lost or stolen or if I believe that a Bill Payment or Transfer has been made without my permission using my Password. Telephoning is the best way of keeping my possible losses to a minimum. If I suggest that an unauthorized Transfer or Bill Payment may have occurred, you may require me to sign an affidavit.

I could lose all the money in my deposit account(s) accessed through Essex Online Banking if I don't inform you that my Password has become known to an unauthorized person or has been lost or stolen. If I tell you within two business days after I learn of the loss or theft of my Password, I can lose no more than \$50.00 if an unauthorized person used my Password to access Essex Online Banking without my permission.

If I do not tell you within two business days after I have learned that my Password has become known to an unauthorized person or has been lost or stolen, and you can prove that I could have stopped someone from using my Password without my permission if I had told you, I could be liable for as much as \$500.00.

Also, if my statement shows electronic funds transfers that I did not make, including those made with my Password, I will notify you immediately. You may require me to provide my complaint in the form of an affidavit. If I do not tell you within 60 days after the statement was mailed or made available through the Service to me, I may not get back any money I lost after the 60 days if you can prove that you could have stopped someone from taking the money if I had told you in time.

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

***P. Notification of Unauthorized Transaction or a Lost or Stolen Access Device***

If I believe my Password has been lost, stolen or has become known by an unauthorized person, or that someone has transferred money or made payments without my permission, I will call the Essex Online Banking Customer Service in Connecticut Toll-Free 1-877-377-3922 or 1-860-767-4414.

***Q. Liability for Failure to Make Payments***

The provisions of this Section apply only to consumer (i.e. individual) users of the Service.

If you do not send a Bill Payment or make a Transfer on time, or in the correct amount according to my instructions given in accordance with this Agreement and Disclosure, you will be liable for damages caused. However, there are some exceptions. You will not be liable, for instance, if:

1. Through no fault of yours, my designated funding account does not contain sufficient funds to make the Bill Payment or Transfer.

2. The equipment, ATM network, phone lines, or computer systems were not working properly or were temporarily unavailable and I knew about the breakdown when I started the Bill Payment or Transfer.
3. Circumstances beyond your scope of control, such as fire or flood, prevented the Payment or Transfer, despite reasonable precautions that you have taken.
4. A court order or legal process prevents you from making a Transfer or payment.
5. I have previously reported my Password lost or stolen, or if you have a reasonable basis for believing that unauthorized use of my Password, or designated account have occurred or may be occurring, or if I default under any agreement with you or if you or I terminate this Agreement.
6. The payee does not process a payment correctly, or in a timely manner.

There may be other exceptions stated in your agreement with me.

If any of the circumstances listed in subparagraph item 2 or item 3 shall occur, you shall assist me with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct transactions that have incorrectly been processed.

**R. *Errors or Questions***

I will telephone you Toll-Free in Connecticut at 1-877-377-3922 or 1-860-767-4414 or write you at Error Resolution, Essex Savings Bank, P.O. Box 950, Essex, Connecticut 06426 as soon as I can, if I think my statement or receipt is wrong or if I need more information about a Bill Payment or Transfer listed on the statement or receipt. You must hear from me no later than 60 days after you send the statement or make it available through the Service on which the problem or error appeared. A statement is considered to have been sent when it is first made available on the Service. I must:

1. Tell you my name and account number.
2. Describe the error or Transaction I am unsure about, and explain as clearly as I can why I believe it is an error or why I need information.
3. Tell you the dollar amount of the suspected error.

If I tell you verbally, you may require that I send my complaint or question in writing within ten business days. You may require me to provide my complaint in the form of an affidavit.

You will determine whether an error occurred within 10 business days after you hear from me and will correct any error promptly. If you need more time, however, you may take up to 45 calendar days to investigate my complaint or question. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, you may take up to 90 days to investigate my complaint or question. If you decide to do this, you will recredit my account within 10 business days (20 business days if the error occurred within 30 days of the first deposit to my account) for the amount I think is in error, so that I will have the use of my money during the time it takes you to complete your investigation. If you ask me to put my complaint or question in writing and you do not receive it within ten days, you may not recredit my account.

You will tell me the results within three business days after completing your investigation. If you decide that there was no error, you will send me a written explanation. I may ask for copies of the documents that you used in your investigation.

**S. *Other Problems***

If I believe an error other than an electronic funds transfer problem has occurred concerning a deposit account or loan account, I will refer to my monthly statement for instructions regarding how to have you resolve my question or correct an error.

**T. *Account Information Disclosure***

You will disclose information to third parties about my account and the payments or transfers I make:

1. Where it is necessary for completing transactions or collecting checks.
2. As allowed by law in order to verify the existence and condition of my account for a third party, such as a credit bureau or merchant.
3. In order to comply with any law, court order or proper governmental requests, such as subpoenas, tax information, bank examinations and reports of unusual cash transactions.
4. If I give you written permission.
5. To your agents, auditors and collection attorneys.
6. To tell a holder of one of my checks whether it would be paid if presented at the time of the request.
7. To government officials in connection with suspected violations of law.
8. Relating to the account which does not identify me or my account.
9. To third parties if I owe you money and you must take legal action to get it.
10. Relating to my account which is allowed to be disclosed under the state and federal privacy laws.

**U. Documentation and Verification of Payments and Transfers**

1. **Confirmation Numbers.** Upon completion of a transaction using Essex Online Banking, a confirmation number will be given. I will record this number, along with the payee, scheduled date and transaction amount in my checkbook register (or other permanent record), because this will help in resolving any problems that may occur. No printed receipts are issued through Essex Online Banking.
2. **Periodic Statements.** Information concerning Essex Online Banking transactions will be shown on my normal statement for the account to and from which transfers or payments are made. I will get a statement monthly by mail or via the Service (if I have elected to receive electronic statements).
3. **Recurring Deposits.** If I have arranged to have deposits made to a deposit account at least once every 60 days from the same person or company, I can find out whether or not the deposit has been made through Essex Online Banking. Or, I can call Essex Savings Bank Customer Service in Connecticut Toll-Free 1-877-377-3922 or 1-860-767-4414 to find out whether or not the deposit has been made.

**V. Other Conditions**

I am responsible for complying with all terms of this Agreement and Disclosure and the regulations governing the deposit accounts which I access using Essex Online Banking. You can terminate my Essex Online Banking privileges without notice to me if I do not pay any fee required in this Agreement and Disclosure when due or if I do not comply with those agreements. The regulations governing my deposit account are set forth in the Consumer Deposit Account Contract and Disclosures for individual customers or Business Deposit Account Contract and Disclosures for business customers you provided to me, as amended by you from time to time, a copy of which is available from any branch location.

**W. Change in Terms**

You will mail or deliver a written notice to me at least 21 days before the effective date of any change in a term or condition disclosed in this Agreement and Disclosure, if the change would result in increased fees or charges, increased liability for me, 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.

**X. *Schedule of Service Charges***

Please refer to our Schedule of Consumer Account Charges for individual customers or Schedule of Business Account Charges for business customers.

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