

BankNewport's Digital Banking Services Access Agreement & Electronic Funds Transfer Disclosure

This Digital Banking Services Access Agreement & Electronic Funds Transfer Disclosure (the "Agreement") applies to your access to your BankNewport deposit and loan accounts through our Digital Banking Services and explains the terms and conditions governing the Digital Banking Services offered through BankNewport (also referred to herein as the "Services" or "Digital Banking"). The terms "we", "us", "our", "BankNewport", and "Bank" refer to BankNewport. The terms "you" or "your" refer to the person(s) or entity on the account (also referred to as the "accountholder") that is authorized by us to use Digital Banking under this Agreement and anyone else authorized by the accountholder to access the accountholder's funds and accounts through Digital Banking, including an authorized signer(s), authorized user (whether express or implied) or any individual issued a User ID and Password.

Digital Banking can be used to access your BankNewport deposit and loan accounts. Each of your deposit accounts at BankNewport is also governed by the applicable account disclosure statement ("Deposit Agreement and Disclosure"), the terms of which are incorporated by reference herein and continue to apply notwithstanding anything to the contrary in this Agreement. If there is any conflict or inconsistency between the Deposit Agreement and Disclosure and this Agreement, the terms of this Agreement shall apply to resolve the conflict.

ACCEPTANCE OF THIS AGREEMENT

Digital Banking is available over the Internet using your User ID, password (and any other security procedures associated with the Services) and your Internet-enabled computer or mobile device to engage in the activities and perform the transactions described in this Agreement. By applying for and using Digital Banking Services, including our bill payment service, you acknowledge that you have received and understand the terms of this Agreement and agree to be bound by the provisions of this Agreement and any amendments that are made to it from time to time. You agree that the use of BankNewport's Digital Banking Services with your User ID and Password (and any other security procedures associated with the Services) is your signature authorization for any payments, transfers or other requests that may occur with the Services. Each time you enter your User ID and Password, you are authorizing us to process your request. You should print and retain a copy of this Agreement for your records. If you are unable to print a copy, you may contact us by email or telephone to request a paper copy. There is no charge for a paper copy.

EQUIPMENT AND TECHNICAL REQUIREMENTS

In order to use BankNewport's Digital Banking Services, you need the following, at your own expense:

- A computer or other device with 1.3 GHz or faster processor that is capable of accessing the Internet.
- The **two most recent** versions of any of the following browsers:
 - **Microsoft Internet Explorer**
 - **Mozilla Firefox**
 - **Google Chrome**
 - **Safari**
- 1GB of ram
- Software that enables you to receive and access PDF files, such as Adobe Acrobat Reader, which is available for free download at <http://get.adobe.com/reader>.
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You may also access some features of the Services by utilizing a variety of mobile devices with an up-to-date operating system (hereinafter, the foregoing equipment and technical requirements to be referred to collectively as the "Computer"). (Contact us for information as to which features of the Services are available via a mobile device.) Either method chosen requires a current Internet browser and associated software that supports a minimum 128-bit SSL encryption or other security measures as we may specify from time to time. You are responsible for the installation, maintenance, security and monitoring of your own Computer. We are not responsible for any errors or failures caused by any malfunction of your Computer, and we are not responsible for any virus or related problems that may be associated with the use of your Computer. We recommend that you routinely scan the Computer using reliable virus protection products, and to remove any viruses found using such products. You are also responsible for any telephone or data charges incurred in connecting to your Internet Service Provider (ISP) that gives you access to the Internet, including Short Message Services (SMS), or what is commonly referred to as text messaging. From time to time, we may require that you upgrade or install software to the Computer to ensure the proper operation of the Service. You agree to promptly load any such upgrades or additional installations upon our notice to you.

USER ID AND PASSWORD

Once we have verified your identity and the enrollment process has been completed, you will be activated for use of Digital Banking. For security reasons and to maintain the confidentiality of your User ID and Password, you will select your own User ID and Password to authorize access to Digital Banking.

- Your User ID must be between 8 and 22 characters and may contain numbers, letters and special characters.
- Your Password is your confidential code for accessing your Digital Banking account information, and it should not be shared with anyone. It must be between 8 and 22 characters in length and must contain at least three of the following four criteria: one upper case letter, one lower case letter, one number and one special character. For security purposes, we recommend that you change your Password regularly and that you memorize this Password and do not write it down. You are responsible for keeping your Password, account numbers and other account data confidential and secure.
- For business or non-consumer customers with a Tax ID, you have the ability to create access accounts for authorized users for your business and therefore should never share your access information. You are responsible for maintaining access rights for these authorized users' accounts such as User ID's, Passwords and the like.

SECURITY PROCEDURES

In addition to User IDs and Passwords, BankNewport's Digital Banking system employs encryption to ensure the secure transmission of data. The system also utilizes risk-based monitoring tools and reverse authentication to protect against phishing attempts. These methods include user selected challenge questions, out-of-wallet challenge-based questions and out-of-band confirmation codes. By using BankNewport's Digital Banking Services, you agree that the Digital Banking security procedures are reasonable and sufficient to ensure that all transaction requests such as bill payment and transfer instructions or other communications we receive from you have, in fact, been made by you. You must consider the size, type and frequency of transactions or other communications that you anticipate making when determining whether you consider the Bank's Digital Banking security procedures to be sufficient. In short, by using BankNewport's Digital Banking Services, you have determined that BankNewport's Digital Banking is secure for your purposes.

The Bank will require users to answer security questions or to provide a confirmation code to process certain transactions and to make changes within Digital Banking. This helps ensure information is secure and helps protect you from fraud and identity theft.

If the size, type and frequency of your transactions change, and you determine that the Digital Banking security procedures cease to be reasonable and sufficient, you must inform the Bank of this immediately. Such a determination means you will no longer use BankNewport's Digital Banking Services for any purposes. If you wish to learn more about Digital Banking security, please ask us.

Notwithstanding any security procedures which may from time to time be in effect for detecting errors in transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither shall we be liable to you for the failure of such security procedure to detect such errors, regardless of the manner in which we apply such security procedures.

ACCURACY AND ACCESSIBILITY

It is your responsibility to provide us with true, accurate and complete information including your email address, contact information or any other information related to this Agreement and your account(s). If any of the information you provide to BankNewport changes, it is your responsibility to maintain and update your account information promptly. You may update your information through the Service Center or by contacting us at 401.845.2265 or 877.709.2265 outside the Newport County area.

BUSINESS DAYS

For the purpose of this agreement, our business days are Monday through Friday. Saturdays, Sundays, Federal Holidays and Victory Day (2nd Monday in August), or other days on which BankNewport remains closed are not business days.

FEES

Please refer to our separate Fee Schedule located at <https://www.banknewport.com/disclosures> for information about BankNewport's Digital Banking Services and other fees. You agree to pay all such fees and charges for your use of Digital Banking. You also agree that all such fees and charges will be deducted from the Bank account you designate with us for that purpose. If you close that account, you must contact us immediately to designate another account for that purpose.

If you have a BankNewport Personal Reserve Credit line, you will be assessed a finance charge on any cash advance made on your credit line as provided in your Personal Reserve Credit Note that you signed when you opened your Personal Reserve Credit. These charges are subject to change by us. Your deposit account(s) may be subject to certain minimum balance requirements to avoid monthly maintenance charges. For details, see the Truth in Savings disclosures given to you when you opened your account, or you may receive an additional copy by contacting us directly.

ACCESSIBLE ACCOUNTS

You may access your checking, savings and certificate of deposit accounts ("deposit accounts") and your line of credit and loan accounts ("loan accounts") to get account balance and transaction information with Digital Banking. You may conduct certain electronic banking transfers through Digital Banking with a BankNewport checking account, money market account and statement savings account (subject to the terms of this Agreement). Bill payments may be conducted with a BankNewport checking account. You may also make payments to your BankNewport loan accounts using Digital Banking's transfer service.

BASIC FEATURES OF DIGITAL BANKING

By enrolling in Digital Banking, you may have access to the Services' basic features (with further details associated with many features provided in subsequent sections of this Agreement):

- Account Balance and Transaction Information: View balance and account activity.
- Account2Account Transfers: Transfer funds between your BankNewport accounts.
- Person2Person Transfers: Transfer funds from your BankNewport account to another BankNewport customer's account.
- Bank2Bank Transfers: Transfer funds to or from your BankNewport accounts and accounts you hold at another institution.
- Bill Payments: Pay bills to a third party via check or electronic transaction.
- eBills and eBill Presentment: Receive and view bills electronically from designated creditors or vendors that participate in eBill presentment programs and from which you authorize BankNewport to retrieve your eBill information.
- eStatements (located under the Services' eDocuments tab): Access your deposit and loan account statements; review previous statements up to sixteen (16) months or from the first time you sign up for eStatements, whichever is more recent. Use of eStatements is subject to separate terms and conditions that you must agree to when you enroll in eStatements.
- Renew your Certificate of Deposit: Using Secure Forms, provide us with your Certificate of Deposit renewal instructions.
- Stop Payment: Stop payment on a check that was written by you. (To request a stop payment on an electronic bill payment, you will need to call BankNewport's Customer Service or visit any branch office.)
- Manage Overdraft Options: Using Secure Forms, request coverage of overdrafts with a transfer from your statement or money market savings account, or request to opt in or out for the overdraft of ATM and one time debit purchases.
- Reorder Checks: Reorder the same style of checks you use today.
- Account Alerts: Set up email and/or text alerts for certain events such as low balance notification or the occurrence of an overdraft.
- Deactivate/Reactivate Card: Control access to your BankNewport debit or ATM card when your card is not in use or has been misplaced.
- Notify BankNewport of your Travel Plans: Inform the Bank to expect transactions from your travel destination. This will avoid your card being deactivated for what appears to be suspicious activity.
- Apply for a new Debit Card: Request to order a new card.
- Replace an ATM or Debit Card: In the event your card is damaged, request to order a new card with the same card number.
- How can I change my PIN: Instructions on changing your ATM or debit card PIN number.
- Add or Remove Accounts from BankNewport's Digital Banking Services: Request to add or remove accounts from your Digital Banking Services.
- Update/Change Contact Information: Change email address, home, mailing and seasonal address and phone number.
- Update/Change Security Information: Change User ID, Password and security questions.
- Manage Authorized Business Users: Create and edit authorized business users and Digital Banking access.

BankNewport makes available other features associated with the Services, which may be changed or enhanced periodically and include:

- Manage My Money (a financial management tool);
- Open New Accounts;
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- Communicate with Customer Service using secure messages; and
- Connect to QuickBooks, Quicken, Mint and Excel (ability to export account information to financial management software).

ADDITIONAL Features of Digital Banking

In addition to the Services' basic features, additional features or modules related to the Services may be offered from time to time by the Bank, in Bank's sole and exclusive discretion, and subject to the Bank's approval. Such additional features may include, by way of example but not by limitation, the following:

ACH Originations. This Service will allow Business or Non-Consumer Customers (with the Bank's pre-authorization) to initiate and approve certain automated clearinghouse ("ACH") transactions that Customer desires Bank to enter into the ACH network on Customer's behalf. ACH originations are subject to special terms and conditions as reflected from time to time in separate Bank agreement(s).

Wire Transfers. This Service will allow Consumer and Business or Non-Consumer Customers (with the Bank's pre-authorization) to request certain wire transfer payment orders to be made to third parties on Customer's behalf. Wire transfers are subject to special terms and conditions as reflected from time to time in separate Bank agreement(s).

Popmoney P2P (Person to Person Payments). You can use Popmoney to pay anyone you know, or owe – it's the easy way to send money directly from your account. All you need is an email address, mobile number or bank account information. The Popmoney service is subject to special terms and conditions as reflected from time to time in separate Bank agreement(s).

ACCOUNT BALANCE, AVAILABLE BALANCE AND TRANSACTION INFORMATION

The BankNewport account information you may access via BankNewport's Digital Banking Services will generally be current as of the business day you obtain the information, unless another time is specified within the Services. Information on your BankNewport account(s) is available for up to one year. You may view current and available account balances, transaction activity, check images, pending Automated Clearing House (ACH) and point-of-sale (POS) transactions for your deposit and loan accounts that are enrolled in BankNewport's Digital Banking service.

Notwithstanding the foregoing, please note:

- Your deposit account available balance includes your current balance minus any holds that may have been placed on your account. Your available balance displayed does not include savings overdraft, unused reserve credit and assigned overdraft privilege limits.
- Immediate and future dated transfer or bill payment requests may draw against available funds that include your savings account, unused reserve credit or assigned overdraft privilege limits. An insufficient funds fee may apply. Refer to our Fee Schedule for the amount we will charge you for the overdraft method you have chosen.
- Your line of credit loan account available balance is the dollar amount you have available to draw on.

TRANSFER FUNDS

You have the ability to set up various one-time or recurring (monthly, quarterly or weekly) transfers up to 365 days in the future. Transfers of funds are permitted between your

BankNewport checking accounts and statement savings accounts and to make loan payments, as further described below.

- Transfers made on a weekend or federal holiday are posted on the next business day and are available for immediate use. However, sufficient funds must be available at the time of your request.
- If you wish to cancel a recurring transfer, you must cancel the transfer before 12:00 midnight the night before the scheduled initiation date of the transfer. For example, a cancelation must occur by 11:59 pm on January 1 if the transfer is scheduled for January 2.
- If you schedule an immediate Account2Account or Person2Person transfer, you must have adequate available funds in your account at the time the transfer is initiated. The funds will be deducted from your account immediately.
- If you schedule a future-dated or recurring Account2Account transfer or Person2Person transfer, you must have adequate available funds in your account when we attempt to transfer the funds.
- If a transfer fails because you did not have enough funds in the designated transfer account, we will send you an email indicating a failed attempt, and we will take no further action. If you receive an email because the transfer was not successful, you should access the Digital Banking Services to reschedule the transfer.

Account2Account Transfers

You will be able to transfer between accounts at BankNewport up to the available balance in your account. When you request a funds transfer, you authorize us to follow the transfer instructions and transfer the funds from the designated originating account to the designated recipient account. You are permitted to transfer between the following types of BankNewport accounts:

- Checking account to checking account
- Checking account to statement savings account
- Statement savings account to checking account
- Statement savings account to a statement savings account

Additionally, you are permitted to make payments to your loan accounts as follows:

- Checking account to loan accounts held with BankNewport
- Statement savings account to loan accounts held with BankNewport

Same-day transfers are immediate and cannot be canceled after the instruction is sent to us. However, you may send a transfer to reverse a previously initiated transfer between accounts.

You may schedule transfers that do not vary in amount to initiate automatically on a regular schedule of your choice. If you schedule a transfer for a day near the end of the month, and that day does not exist in a particular month, then the transfer will be initiated on the immediately preceding business day for that month. If the scheduled recurring transfer falls on a day which is not a business day in a particular month, the transaction will be initiated on the previous business day. You may skip a recurring transfer or change the amount of the transaction or cancel the recurring transaction altogether provided this is done before 12:00 midnight of the business day before the scheduled initiation date.

In order to cancel or change a scheduled transfer that is a future-dated or a recurring transfer, you may use Digital Banking and follow the instructions provided to you, all in accordance with the Services' deadlines for cancelation or modification as described therein. You may also contact Customer Service for assistance by 4:30 pm of the business day before the scheduled initiation date.

Person2Person Transfers

This feature allows for transfers from your BankNewport deposit accounts to another customer's deposit account held at BankNewport. The customer you wish to transfer funds to must provide you with their name as it appears on their account and their account number to authorize the transfer of funds.

You are permitted to initiate a Person2Person transfer between the following types of accounts:

- Checking account to another BankNewport customer's checking account
- Checking account to another BankNewport customer's statement savings account
- Statement savings to another BankNewport customer's checking account
- Statement savings account to another BankNewport customer's statement savings account

Person2Person transfers are immediate and cannot be canceled after the instruction is sent to us. Any documentation provided to you that indicates that a Person2Person transfer was made shall be admissible as evidence of such transfer and will effectively constitute prima facie proof that the transfer was made.

Bank2Bank Transfers

This feature of the Services allows for transfers to or from your checking or statement savings accounts held at BankNewport and an account(s) you hold at another financial institution. Bank2Bank transfers are accomplished by ACH debit and credits. Accounts maintained at the other financial institution must be either a checking or a savings type of account **and must be in your name**. You will need to register each account maintained at another financial institution that you wish to use for Bank2Bank transfers.

Bank2Bank 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. For one-time Bank2Bank transfers, you must initiate the transfer before 3:00 pm (the "cut-off time") for same-day processing. One-time Bank2Bank transfers scheduled after 3:00 pm or on a weekend will be initiated the next business day. Funds involving a Bank2Bank transfer from your account with us will be debited the same business day that you initiate the transfer if you initiate the transfer before the cut-off time. Funds involving a Bank2Bank transfer from your account with us will be debited the next business day that you initiate the transfer if you initiate the transfer after the cut-off time. Only available funds may be transferred.

Funds from Bank2Bank transfers will be available for your use as soon as we receive the funds. Funds transferred to the designated recipient account will be deemed deposited on the transaction date and will be available in accordance with the recipient institution's funds availability policy. Notwithstanding the foregoing, transfers of funds between your accounts with us and at another financial institution will generally be received no more than two (2) business days following the scheduled processing date.

In order to use the Bank2Bank transfer feature, you must agree to the following NACHA Rules:

Subsection 2.4.1, the Entry is authorized by the Originator and Receiver

- a. The Entry has been properly authorized by the Originator and the Receiver in accordance with the Rules.
- b. The Originator's authorization has not been revoked, the Origination Agreements concerning the Entry have not been terminated, and neither the ODFI, any Third-Party Sender, nor the Originator has actual knowledge of the revocation of the
- c.

Receiver's authorization or of the termination of the agreement between the RDFI and the Receiver concerning the Entry.

- d. At the time the Entry is processed by an RDFI, the authorization for that Entry has not been terminated, in whole or in part, by operations of law. This Subsection 2.4.1 (c) shall not apply if the RDFI has actual knowledge of the circumstances giving rise to such termination at the time it processes the Entry and the ODFI does not have such actual knowledge.

Subsection 2.4.1.2, the Entry Complies with the Rules

- a. The entry complies with these Rules, including the use of the proper Standard Entry Class Code

You may set up a Bank2Bank transfer under the "Transfer Funds - Add a New Bank2Bank Account" screen within the Services. You must enter the other financial institution's routing number and your checking or savings account number. In most cases, you may find this information at the bottom of a check or deposit slip. Within a few days, your account at the other financial institution will receive two small deposits which must be verified by you before the Bank2Bank transfer feature can be utilized.

Future-dated Bank2Bank transfers (either one-time or recurring) can be canceled prior to the cut-off time set forth in Digital 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: Same-day Bank2Bank transfers cannot be canceled via the Services once the transfer has been processed.

You agree that we may reduce the dollar limits on transfers as described below, or terminate your eligibility to make future transfers (including canceling scheduled future transfers), in each case without prior notice (other than any notice required by applicable law), upon occurrence of any of the following "Disqualifying Events":

- (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 Bank2Bank transfer involving accounts at other financial institutions canceled, revoked, or not completed due to insufficient funds, revoked authorization, stopped payments, frozen accounts, or any similar reason.
- (iv) You attempt to use Bank2Bank transfers to transfer funds between your eligible accounts with us with certain ineligible accounts at other financial institutions.
- (v) We suspect fraud or unauthorized use has or may occur with respect to your account(s) with us or with respect to any Bank2Bank transfer(s).

Transaction Limits by Transfer Type

The following transaction limits will apply:

Transaction Type	Maximum Transaction Amount	Maximum	Maximum 30
		Daily Limit	Day Limit
Account2Account Transfers	The available balance in your account	n/a	n/a
Person2Person	\$25,000.00 or the available balance	n/a	n/a

Transfers	in your account, whichever is less		
Bank2Bank Transfers	n/a	\$4,000.00 incoming; \$4,000.00 outgoing	\$50,000.00 incoming; \$50,000.00 outgoing

STOP PAYMENTS

Stopping Payments by Check

The stop payment feature within our Digital Banking Services allows you to submit a request to stop payment on *checks* you have written. The Digital Banking stop payment feature cannot be used to cancel transfers between your accounts with us or to stop electronic bill payments.

You may withdraw a stop payment order initiated via Digital Banking only in writing or in person at one of our branch offices.

Your stop payment requests must follow the procedures and specifications established by the Bank. You must provide us with timely, complete and accurate information on the following:

- The number of the account against which the item is drawn
- The check number
- The exact amount (dollars and cents) of the item
- The name of the payee
- The reason for the stop payment

Complete accuracy is essential since stop payment orders are processed by computers operating on the basis of precise data. If any of the required information is incomplete or incorrect, your stop payment order may not be processed, and we will not be responsible for failing to complete the order. BankNewport shall not be liable if, as a result of payment of the item subject to this request, other items drawn by you are returned due to insufficient funds. You will notify BankNewport promptly of the issuance of a check or item that is a duplicate of the check or item subject to this stop payment order, or upon the return of the original check. BankNewport shall not be liable for payment of any item subject to a stop payment order upon the expiration or withdrawal of such order, and BankNewport may, in its discretion, refuse to honor any such item pending your instruction.

Stop payment requests that cover a range of checks that are missing or stolen may be processed by us without regard to the dollar amount. A stop payment order becomes effective when we confirm its receipt and have verified that the item has not been paid. We will not be able to verify this immediately for items paid more than 180 days prior to your request. Stop payment orders on checks are in effect for six (6) months and can be renewed after the six (6) month period upon your written request. Failure to renew the stop payment order may result in the item being paid. Periodically, our systems may be inoperable. If that occurs, you may transmit stop payment orders by telephone instruction.

You are advised that under applicable state law, stopping payment on a check may not relieve you of your obligation to pay the check.

Stopping Pre-Authorized Payments

UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS. THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES (SUCH AS VIA A DEBIT CARD OR BANKNEWPORT'S DIGITAL BANKING SERVICES) UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

If you told us in advance to make a regular electronic fund transfer or payment to a third party out of your account, you can stop these payments by submitting an ACH Stop Payment Request through Secure Forms or by calling BankNewport at 401.845.2265 or 877.709.2265 outside the Newport County area to speak with Customer Service, Monday through Friday between the hours of 8:00 am and 6:00 pm and Saturday between 9:00 am and 1:00 pm. If you prefer to send written correspondence, the address is BankNewport, P.O. Box 450, Newport, Rhode Island 02840.

We must receive your request at least three (3) business days before the payment is scheduled to be made. If you call, we will also require you to put the request in writing and submit it within fourteen (14) calendar days after you call. We will charge you our standard checking account stop payment fee in effect at the time you stop payment. Refer to our separate Fee Schedule for the amount we will charge you for each stop payment order you request. The initiation by you of certain electronic fund transfers from your account will, except as otherwise provided in this Agreement, effectively eliminate your ability to stop payment of the transfer. If you order us to stop one of these payments at least three (3) business days before the transfer is scheduled and we fail to do so, we will be liable for your losses or damages.

If these regular payments vary in amount, the payee should inform you ten (10) calendar days before each payment, when it will be made or 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 of a certain limit. You may set these certain amounts or limits at any amount you desire.

The stop payment order on ACH items shall remain in effect 1) until written notice is received from the account holder to release the stop payment order; or 2) until payment of the entry or all entries related to this request have been stopped, whichever occurs first.

ALERTS

This feature of the Services is designed to provide real time notification of important information related to your BankNewport account(s), such as a low balance or the occurrence of an overdraft. If you subscribe to this feature, you will be asked to select either email or text messaging (SMS) as a method of delivery. You are responsible for any telephone or data charges incurred in connecting to your ISP that gives you access to this alert feature including SMS services.

We do our best to provide alerts in a timely manner with accurate information, but alerts may be delayed or prevented by a variety of factors beyond our control, such as system failures or misdirected delivery. We do not guarantee the delivery or accuracy of alerts, and the contents of an alert may be outdated by the time the alert is sent or received, due to other account activity or delays in sending data among various systems. You agree to keep your alert contact methods up to date and accurate and further agree that we are not liable for any delays, failure to deliver, or misdirected delivery of any alert, for any errors in the

content of an alert or for any actions taken or not taken by you or a third party as the result of an alert. BankNewport reserves the right to terminate any request for any alert at any time.

You understand and accept that alerts are not encrypted and while we will never include your Password or full account number in the alert, we may include limited information about your account, and anyone with access to your alerts will be able to view the contents of these messages.

BILL PAYMENT

If you have chosen this feature of the Services, you may make payments from a checking account(s) that you have designated for bill payment. Your payments will be made either electronically to the person or business you are paying ("payee") or by sending the payee a paper check. You may make bill payments in amounts from \$1.00 to \$25,000.00, as further described below.

While most payees can be paid by using the bill payment feature, we reserve the right to refuse to pay certain payees. Bill payments to foreign (non-US) entities are not allowed. You agree that payment transactions executed through an automated clearinghouse will be subject to the rules of the National Automated Clearinghouse Association (NACHA). If you authorize a recurring payment to any entity, those payments may continue until you either terminate the recurring payment or there are insufficient available funds to allow the payment. You assume the risk of loss due to an overpayment on any authorized payment using the bill payment feature.

Bill Payments are subject to special terms and conditions as reflected from time to time in separate Bank agreement(s).

"Deliver By" Date

The "Deliver By" date is the date the Payee will receive the payment. Funds will be withdrawn from your account as follows:

- Electronic Payments: If the payment is sent electronically, the "Deliver By" date will be the date that the funds are withdrawn from your account.
- Check Payments: If the payment is sent by check, the funds will be withdrawn when the check clears against your account.

If you do not have enough money in your account on the "Deliver By" date for electronic payments or when the check is presented for payment, you could receive an insufficient funds charge. We will try to collect payment a second time within 24-48 hours. If at that time you still do not have sufficient funds, a second insufficient funds charge may be assessed. When possible, we will work with the Payee to try and reverse the payment. Your access to Digital Banking Bill Pay may be restricted for payments resulting in insufficient funds.

Bill Payment Transaction Limits

BankNewport's bill pay feature has a per transaction limit up to \$25,000.00 or your available account balance, whichever is less.

Canceling Bill Payments

We may cancel a bill payment if we have reasonable belief that the payment is fraudulent. If we cancel a payment, we will attempt to contact you to inform you of this action. You may cancel or edit any scheduled payment before the "Deliver By" date by selecting the "Change" or "Cancel" links within the Pending Payments section in the Payment Center.

There is no charge for canceling or editing a scheduled payment. Once the payment has begun processing, it cannot be canceled or edited; therefore a Stop Payment request must be submitted.

Payment Guarantee

The Service will bear responsibility for any late payment related charges up to \$50.00 should a payment post after its Due Date as long as the payment was scheduled in accordance with the following guidelines:

When scheduling Bill Payments, you must select a Scheduled Payment Date that is no later than the actual Due Date reflected on your Biller Statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payments Dates must be prior to any late date or grace period.

If the bill payment service incorrectly debits your designated payment account and/or directs funds from the designated payment account to a payee inconsistent with the instructions you specified for the scheduled payment, we shall, upon detecting the error or receiving notice from you, be responsible for returning the improperly transferred funds to your designated payment account and/or redirecting funds to the proper payee and/or contacting the payee to request appropriate adjustments (e.g., having any late fees or assessed finance charges removed) on your account with the payee, except as otherwise below. Note that finance charges are calculated based on your payment amount rather than your entire balance. If the payee is unwilling or unable to remove any charges incurred, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to have your account noted appropriately to ensure that the situation does not negatively impact your credit rating.

You authorize us and our bill payment service provider to contact your payees to request appropriate adjustments consistent with your bill payment instructions and/or as pertaining to the PAYMENT GUARANTEE above, and/or to stop payment on any payment issued against your designated payment account in connection with the bill payment service in the unlikely event that the service remits funds incorrectly to any of your payees, and/or to withdraw funds from your designated payment account in such event if you otherwise receive the benefit of the amount of such incorrectly remitted funds.

Except where applicable law requires or provides otherwise, neither we nor any service provider assisting us with offering the bill payment service shall be liable for any bill payment transaction if: (i) you do not have enough money in the designated payment account to complete the transaction; (ii) a legal order prohibits withdrawals from your designated payment account; (iii) the designated payment account is closed, has been frozen, or is otherwise not authorized to debit the corresponding payment amount; (iv) the transaction would cause your designated payment 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 designated payment 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 bill payment; (x) there is a postal delay; or (xi) circumstances beyond our or our service provider's control (such as fire, flood or improper transmission or handling by a third party) that prevent, hinder or delay the transaction.

(vii)

High Risk Bill Payment Payees

While you may use the bill payment service to process payments to "high risk" payees, such payments are discouraged and must be scheduled at your own risk. High risk payees include:

- Payments to payees located in the Armed Forces Postal Codes such as AE & AP;
- Payments to settle securities transactions;
- Payments to payoff special or delayed financing for purchases;
- Payments to credit counseling agencies who pay creditors on your behalf ;
- Court-ordered payments such as alimony, child support, speeding tickets, etc.;
- Tax entities;
- Collection agencies.

In no event shall we or any service provider be liable for any claims or damages resulting from your scheduling these types of payments. **NOTE THAT ANY BILL PAYMENTS YOU MAY INITIATE TO HIGH RISK PAYEES ARE ALSO NOT COVERED BY OUR PAYMENT GUARANTEE.**

Documentation and Verification of Transfers and Payments

Confirmation Numbers: Upon completion of a bill payment using Digital Banking, you will be given a confirmation number. You should record this number, along with the payee, scheduled date and transaction amount in your checkbook register (or other permanent record), because this will help in resolving any problems that may occur with that payment. No printed receipts are issued through Digital Banking.

Periodic Account Statement: You will get a monthly account statement from the Bank for your checking, money market and statement savings accounts. Any transfers or bill payments conducted on the Internet through Digital Banking will appear on your account statement.

EBILLS AND EBILL PRESENTMENT

This feature provides you with the ability to request to receive bills electronically from certain payees, also referred to as "Billers" for purposes of this feature.

Activation - Upon activation of the electronic bill feature, we may notify Billers, as applicable, of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. While your electronic bill feature is being activated, it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills. We do not participate in this decision.

Authorization to obtain bill data - In some cases, we obtain the electronic bill from the website of the Biller. Your activation of the electronic bill feature for a Biller shall be deemed by us to be your authorization for us to access the third party website to obtain bill data from the Biller on your behalf, and you appoint us as your agent for this limited purpose. For some Billers, you will be asked to provide us with your user name and password for that Biller. By providing us with such information, you authorize us to use the information to obtain your bill data.

Notification - We will use our best efforts to present all of your electronic bills promptly. In addition to notification within the Services, we may send an email notification to the email address listed for your account. It is your sole responsibility to ensure that this information

is accurate. We take no responsibility if a Biller does not provide the necessary data to forward an electronic bill in a timely manner. In the event you do not receive notification, it is your responsibility to periodically log-on to the Services and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.

Information provided to the Biller – We are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, with the electronic Biller. Any changes will need to be made by your contacting the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller at the time of activating the electronic bill for that Biller, for purposes of the Biller informing you about this feature and/or bill information.

Cancellation of electronic bill notification - The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your electronic Biller(s) as to the change in status of your account, and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

Non-Delivery of electronic bill(s) - You agree to hold us and our service provider harmless should the Biller fail to deliver your statement(s). We are not responsible for any late charges or other adverse consequences. Copies of previously delivered bills must be requested from the Biller directly.

Accuracy and dispute of electronic bill - Neither we nor our service provider is responsible for the accuracy of your electronic bill(s). The Services and the Bank are only responsible for presenting the information that we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail, or questions about your bill details, must be addressed with the Biller directly.

MANAGE MY MONEY

The Services offer access to this personal financial management tool that helps you to better manage your finances. This includes aggregating and accessing your financial accounts, transactions and spending habits all from one webpage. You can access this feature through Digital Banking and be linked to a landing page, where you may be presented with additional terms and conditions. Within this feature, you can set budgetary goals, examine monthly spending trends, and view all of your online accounts and associated financial transactions that have been aggregated across a number of financial institutions, all from your Manage My Money homepage.

You agree that:

- We may change these tools and services or add new ones without advance notice.
- You are responsible for the accuracy of all information you input.
- You will comply with any instructions or conditions for use of the services and
-

tools as set forth within Digital Banking.

- The tools and services are meant as aids to assist you with managing your accounts. They are not intended to provide legal, tax or financial advice.

Use of Financial Management (FM) Software

Use of the Services may be supplemented and/or enhanced by use of a one-way connection ("Web Connect") from the Services to certain FM software (e.g., Microsoft® Money, Quicken® or QuickBooks®) which allows you to automatically download transactions and match them with existing transactions from your FM software.

If you choose to use FM software, you must purchase this software from the software manufacturer, or a retailer of your choice. You must agree to the terms and conditions of the software license agreement(s) during the installation of the FM software on your Computer. You are responsible for the correct set-up and installation of the FM software, as well as maintenance, updates and upgrades to the FM software and/or your Computer. We are not responsible for any problems related to the FM software itself, your Computer or your ability to connect using the FM software as described in this Agreement.

PROVISIONS APPLICABLE TO CONSUMER CUSTOMERS ONLY

"Consumer" means a natural person who holds an account with us primarily for personal, family, or household purposes, or to whom such an account is offered. The term does not, e.g., include a natural person who holds an account for another in a professional capacity.

Consumer Account Statements

We report your Digital Banking transactions on the monthly statements for your BankNewport account(s). You agree to review your monthly statement promptly after you receive it or it is made available to you through Digital Banking in accordance with this Agreement and your Deposit Account Agreement and Disclosure. You also agree to tell us promptly about any change in your address, so that we may send your monthly statements to your correct address. A copy of any documentation provided to you that indicates that an electronic funds transfer was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

Disclosure of Account Information

The following applies to the disclosure of information about your consumer or personal deposit accounts only. We may disclose information to third parties about your account and/or the Digital Banking transactions you make: (a) where it is necessary for completing an Digital Banking transaction or bill payment, or to resolve errors; (b) in order to verify the existence and condition of your deposit account for a third party, such as a credit bureau or 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; (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.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSACTIONS INVOLVING YOUR CONSUMER OR PERSONAL DEPOSIT ACCOUNTS

The following applies to errors or questions about Digital Banking or electronic transactions or funds transfers involving **consumers only**. In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed below, as soon as you can, if you think:

1. Your statement or transaction record is wrong, or
- 2.

3. You need more information about a transaction listed on the statement or record.

In order to address questions or errors, we must hear from you no later than 60 days after the date the FIRST statement on which you think the problem or error appeared was sent or made available to you. If you tell us verbally, we may require you to send us your complaint or question in writing or via email within 10 business days. When you contact us, please provide the following information:

1. Your name and deposit account number,
2. Date and dollar amount of the transaction in question,
3. Transaction number assigned by the Digital Banking Services if available,
4. Description of the transaction about which you are unsure, and
5. For a bill payment issue – the checking account number used to pay the bill, payee name, date the payment was scheduled, payment amount, reference number and payee account number for the payment in question.

Please explain as clearly as you can why you believe an error has occurred or why you need more information. We will determine whether an error occurred within ten 10 business days (5 business days for Visa® Debit Card point-of-sale transactions and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Visa® Debit Card point-of-sale transactions and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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 and we will debit your account for any prior credit provided, as set forth above. You may ask for copies of the documents that we used in our investigation by contacting us via one of the following ways:

BankNewport
DEPOSIT SERVICING DEPARTMENT
P.O. Box 450

Newport, Rhode Island 02840

Send a secure message to Customer Service by utilizing Messages in the Service Center.

Business Days: Monday through Friday

Excluding Federal Holidays and Victory Day (2nd Monday in August).

Phone: 401.845.2265 or 877.709.2265 outside the Newport County area.

More detailed information is available on request.

For other general Digital Banking questions, contact us via one of the ways listed above.

Unauthorized Digital Banking Transactions from Your Consumer or Personal Deposit Account(s)

The following applies to unauthorized Digital Banking or electronic transactions or funds transfers involving **consumers only**. Tell us AT ONCE if you believe your User ID, Password and/or security information has been lost, stolen or compromised or if you believe that an Digital Banking transfer or transaction has been made involving your account without your permission. The best way to minimize your loss is to call us IMMEDIATELY. The unauthorized use of your access to the Digital Banking Services could cause you to lose all of your money in your deposit accounts, plus any amount available under your overdraft protection plan, as available. If you tell us within two (2) business days after you learn of the loss or theft of your User ID, Password and/or security information, you can lose no more than \$50 if someone used your User ID, Password and/or security information without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your User ID, Password and/or security information, and we can prove that we could have stopped someone from using your User ID, Password and/or security information without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows Digital Banking transactions that you did not make, tell us IMMEDIATELY. If you do not tell us within 60 days after the statement was sent or made available to you, you may not get back any of the money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

If you believe your User ID, Password and/or security information has been lost or stolen, immediately contact Customer Service at 401.845.2265 or 877.709.2265 outside the Newport County area, or write to BankNewport, Attn: Customer Service, P.O. Box 450, Newport, Rhode Island 02840.

You should also call the number or write the address listed above if you believe that an Digital Banking transfer or transaction has been made involving your account without your permission.

When you give someone your User ID, Password and/or security information, you are authorizing that person to use your Digital Banking Services, and you are responsible for all Digital Banking transactions the person performs using your Digital Banking Services. 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 Digital Banking session and close your browser to ensure confidentiality.

Our Liability If We Fail to Make Certain Electronic Funds Transfers

The following applies to electronic funds transfers by **consumers only**. If we do not complete an electronic funds transfer to or from your deposit account on time or in the correct amount according to our agreement with you, we will be liable only for your actual losses or damages. However, there are some exceptions to our liability to you. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough available funds in your deposit account (or available credit under your overdraft protection plan, as available) to cover the transaction or transfer.
2. If Digital Banking was not working properly, and you knew about the malfunction when you started the Digital Banking transaction or transfer.
3. If circumstances beyond our control (such as telecommunication outages or interruptions, postal strikes, delays caused by payees, fire or flood) prevent the transaction or transfer, despite reasonable precautions that we have taken.
4. If you do not give proper, complete or correct transfer instructions, or you do not follow the procedures in this or any other account agreement with us for requesting such services.
5. If your User ID, Password and/or security information has been reported lost or stolen, or we have canceled your User ID, Password and/or security information, or Digital Banking Services.
6. If we have reason to believe that you or someone else is using the Digital Banking Services for fraudulent or illegal purposes.
7. If the payment or transfer is to a high risk payee as defined in this Agreement.
8. The payee does not process a payment correctly or in a timely manner.
9. If you negligently or intentionally share your User ID and Password, or you do not report immediately any known theft of your User ID and/or Password, leading to unauthorized access to accounts.
10. If your Computer is compromised, leading to unauthorized access to accounts.
11. If you leave your Computer unattended in the middle of a banking session and that results in unauthorized access to your account(s).
12. If you do not sign-off after completing your Digital Banking session.
13. For direct, indirect, incidental, special, consequential, economic or other damages arising out of the use of BankNewport's Digital Banking Services, including the bill payment feature.
14. For loss, property damage or bodily injury, whether caused by the equipment, software, Bank, Internet browser or Internet access provider.
15. If there are other exceptions stated in our Deposit Agreement and Disclosure with you.

PROVISIONS APPLICABLE TO BUSINESS OR NON-CONSUMER CUSTOMERS ONLY
Administrator(s) and Authorized User(s)

As part of the Digital Banking set-up and enrollment process, you must designate an Administrator. Your "Administrator" is your employee(s) or other person(s) that you (or any Administrator designated by you) designate as part of enrollment or by on-line changes to such designations as may be provided by the Services, as being your authorized representative or as authorized to act on your behalf with respect to the administration of Digital Banking. You are solely responsible for designating your Administrator.

Where permitted by the Services, the Administrator may designate other Administrators and/or Authorized Users. "Authorized Users" include you and any person that you may designate as being authorized to access or use the Services. Notwithstanding the foregoing, we recommend, as an additional security procedure, that you designate only one Administrator at a time. You accept as your sole responsibility the Administrator's designation of other Administrators and Authorized Users. You understand that the Administrator will control, and you authorize the Administrator to control, access by other Administrators and Authorized Users of Digital Banking by issuing User IDs and Passwords. The Administrator(s) may add, change or terminate your Authorized User(s) or de-activate a User ID and Password from time to time and in his/her sole discretion. We do not control access by any of your Authorized Users to any part or feature of Digital Banking. In the event that

you designate more than one Administrator, we recommend that you manage your use of Digital Banking by requiring dual approval to set up new Authorized Users.

You will require each Administrator and each Authorized User to review and comply with all provisions of the Agreement. You acknowledge and agree that you are fully responsible for the failure of any Administrator or any Authorized User to so comply. You are responsible for any payment, transfer and other use of Digital Banking and any charges incurred by any Administrator and any Authorized User, even if such Administrator or Authorized User exceeds his/her authorization as established by you.

If an Authorized User authorizes other persons/entities to use the Authorized User's User ID, Password and associated security procedures in any manner, such authorization will be considered unlimited in amount and manner until you have changed the subject Authorized User's security procedures. We will not be liable for and will not reimburse you for any Losses that may occur as a result of this authorized use of an Authorized User's security procedures.

It is critically important to keep your User IDs and Passwords confidential to prevent unauthorized transactions on your Bank accounts. In the event that you wish to change authorizations for any reason, it is your sole responsibility to revoke access to protect against improper use of BankNewport's Digital Banking Services by the individual(s) you have otherwise authorized.

If you suspect any misuse of BankNewport's Digital Banking Service by an Authorized User, you or the Administrator should revoke that individual's access immediately and inform us AT ONCE, or if you believe your Password and User ID have been compromised or may be compromised. You may contact us by calling 401.845.2265 or 877.709.2265 outside the Newport County area and speak with Customer Service.

BankNewport's Customer Service hours are:

- Monday through Friday from 8:00 am until 6:00 pm
- Saturday from 9:00 am until 1:00 pm

If you prefer to contact via written correspondence, address your envelope to:

- BankNewport, P.O. Box 450, Newport, Rhode Island 02840.

Additional Security Procedures

You agree that the following additional security procedures govern your use of the Digital Banking Services when accessing your accounts with us:

- You are liable for all transactions that you or any of your Authorized Users make or authorize, even if that person exceeds his/her authority. You will also be liable for all transactions by an Authorized User until you have notified us of the revocation of the Authorized User's authority, and we have had a reasonable time to act on such notice to block the affected User ID, Password and/or security information. You are also liable for any and all unauthorized use that occurs before you have notified us that your User ID, Password and/or security information, or other access means in your possession or control have been lost or stolen or used without your authority and before we have had a reasonable opportunity to act.
- Your use of Digital Banking constitutes your agreement that our security procedures are commercially reasonable. You acknowledge and agree that the security procedures are not designed to detect errors in the content of instructions or transactions. You also understand and agree that the security procedures, even when properly implemented by us and by you, do not provide a guarantee against unauthorized access to information or unauthorized transactions. Accordingly, you agree to assume risks in connection with the establishment and/or use of Digital Banking. Without

limiting the generality of the foregoing, you agree that if account information is accessed, or if an instruction is made (such as a transfer or payment order), by a person using your User ID, Password and/or security information, we may treat that access request or instruction as being authorized by you (regardless of whether or not it was actually authorized by you), and you agree to be bound by any transactions implemented through those instructions.

You represent and warrant to us that you have taken all action necessary to access and use Digital Banking and that any resolutions, certifications, authorizations or other documents submitted to us in connection with the Digital Banking Services are true, accurate, completed and will be kept up to date. You, and each person you designate to use Digital Banking on your behalf during enrollment or on other documents for Digital Banking, as permitted by us, also represent and warrant to us that each person whose name is listed during the enrollment or on such other documents is duly authorized to bind the business in all transactions involving the Digital Banking Services. For any transaction involving Digital Banking, we may act on the instructions of any persons we believe are authorized to act on your behalf.

YOU AGREE THAT ANY ELECTION YOU MAY MAKE TO WAIVE, CHANGE (WHERE PERMITTED BY US IN OUR SOLE AND EXCLUSIVE DISCRETION) OR DISREGARD THE SECURITY PROCEDURES ASSOCIATED WITH THE SERVICES ARE AT YOUR SOLE RISK. YOU FURTHER AGREE THAT ANY PAYMENT, TRANSFER OR OTHER REQUEST TRANSMITTED OR PURPORTED TO BE TRANSMITTED BY YOU BY WAIVING, CHANGING OR DISREGARDING THE SECURITY PROCEDURES SHALL BE TREATED AS AUTHORIZED, AND YOU SHALL BE RESPONSIBLE FOR ANY LOSS RESULTING IN WHOLE OR IN PART FROM SUCH WAIVER.

Additional Business / Non-Consumer Customer Responsibilities

You represent and warrant that you are not a "consumer" pursuant to the terms of the Electronic Funds Transfer Act and that you will not use the Digital Banking Services for personal, family or household purposes.

To the extent not prohibited by law, you agree to indemnify and hold the Bank harmless upon demand from any loss, cost, damages or expenses (including without limitation attorneys' fees and expenses at trial and through appellate action) caused by your mistake, omission, or failure to exercise reasonable care or to comply with this Agreement or the Deposit Agreement and Disclosure. You will also indemnify and hold the Bank harmless upon demand for any loss, cost, damages, consequences or expenses suffered as a result of any action brought by any third party against the Bank (including without limitation attorneys' fees and expenses at trial and through appellate action) relating to any action taken or not taken by the Bank in connection with this Agreement, unless the Bank shall ultimately be held to have acted with gross negligence or willful misconduct.

If a court finds that we are liable to you because of our actions or inactions under or in connection with this Agreement, you may recover from us only your actual damages in an amount not to exceed the total fees and charges paid by you to us under and in connection with this Agreement during the preceding six (6) months. You agree that this dollar limitation is reasonable, to the extent permitted by applicable law. Our liability is further limited as set forth in the Deposit Agreement and Disclosure.

If you, the customer, are a corporate entity, you hereby represent and warrant to the Bank that: (i) you have full corporate power to enter into this Agreement and to carry out your obligations hereunder, (ii) the execution and delivery of this Agreement has been duly and validly authorized by you, the customer; (iii) any authorized users have been duly and validly authorized by the customer to engage in the banking transactions and activities

included in the Digital Banking Services; (iv) no other corporate acts or proceedings on the part of you, the customer, will be necessary to authorize the performance of this Agreement; and

(v) subject to applicable bankruptcy, insolvency and moratorium laws as well as principles of equity, this Agreement constitutes a valid and legally binding obligation of you, the customer, enforceable against it in accordance with its terms.

Receipt and Inspection of Business Account Statements

You will continue to receive regular account statements that describe all transactions for your accounts with us, including the transactions that you have initiated through Digital Banking. You are responsible for reviewing the transaction reports we provide on-line and your monthly statements to detect unauthorized or suspicious transactions. In addition to any other provision hereof regarding authorization of transactions using the Digital Banking Service, all transactions will be deemed to be authorized by you and to be correctly executed thirty

(30) days after we sent or made available to you a statement or otherwise provided you with information showing that transaction, unless you have provided written notice that the transaction was unauthorized or erroneously executed within that period. You also agree to tell us promptly about any change in your address, so that we may send your monthly statements to your correct address.

To notify us, contact Customer Service at 401.845.2265 or 877.709.2265 outside the Newport County area, or write to BankNewport, Attn: Customer Service, P.O. Box 450, Newport, Rhode Island 02840.

A copy of any documentation provided to you that indicates that an electronic funds transfer was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made.

OVERDRAWING YOUR ACCOUNT

If an overdraft in your account with us occurs in conjunction with your use of Digital Banking, you will pay the full amount of the overdraft and associated fees to the Bank immediately upon request. This paragraph does not apply to Reserve Credit Accounts; see the following paragraph for details on Reserve Credit Accounts.

Personal / Consumer Reserve Credit Accounts Only

If you use BankNewport's Digital Banking Services to withdraw or transfer money from your account, and the withdrawal or transfer creates an overdraft in your account, a loan will be made to you in accordance with your Personal Reserve Credit Agreement to cover the amount of the overdraft, provided that there is sufficient credit available up to Personal Reserve Credit maximum credit limit under your Personal Reserve Credit Note to cover the amount of the overdraft. Using your User ID and Password to make a withdrawal or transfer when there is not enough money in your account to cover the withdrawal or transfer is a written order by you requesting such loan. Except as described here, you agree that you will not use your User ID and Password to overdraw your account. If an overdraft in your account does occur, you will pay the full amount of the overdraft to the Bank immediately upon request.

NOTICES

In the event you need to provide us with notification, it should be addressed to:

- BankNewport, P.O. Box 450, Newport, Rhode Island 02840 ATTN: Customer Service.

In the event the Bank needs to provide you with a notice, the notice shall be deemed delivered once we have mailed it to your last known address in our records.

INACTIVITY

If you do not use BankNewport's Digital Banking Service (either account access or bill payment) for an extended period, we reserve the right to terminate your access to the Services and request that you re-register Digital Banking to reactivate the Services.

ELECTRONIC COMMUNICATIONS

Internet email communication is not considered to be a secure form of communication. For Bank account inquiries, you agree to contact BANKNEWPORT electronically using only the secure messaging feature within BankNewport's Digital Banking Services.

You may print a copy of such communications using the "print" function of your web browser software. All Digital Banking disclosures can also be found under the Service Center tab. You may also request a paper copy at any time by contacting the Bank directly.

THIRD-PARTY SERVICES

As an additional service, BankNewport's Digital Banking Services may occasionally provide links to web pages provided by third parties. When you access those web pages provided by third parties, you are leaving the Bank's secure website. Some of those pages may not be secure. Each of those websites will operate under its own privacy policy. You are solely responsible for reviewing the privacy policy on each website and providing only that information you believe is appropriate to share with the provider of that website.

Our site may include promotional materials via links to web pages provided by third parties from whom you may purchase certain goods or services. You understand that we do not operate or control the products or services. The party providing each product or service is responsible for all aspects of order processing, fulfillment, billing and customer service. We are not a party to the transactions entered into between you and those third parties. You agree that your use of any such service is AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY BANKNEWPORT, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, AND MERCHANTABILITY OR NONINFRINGEMENT. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND OTHER SITES LINKED TO OUR SITE.

INFORMATION PROVIDED BY YOU

You represent and warrant that all information you provide to us is accurate, complete, and current information for eligibility, application, registration, payment and all other purposes. If, at any time, any information you have provided us becomes inaccurate, you agree to promptly provide us the additional information necessary to make the information you previously provided true and complete in all material respects. You are responsible for all statements made and acts that occur through the use of your User ID and Password, and for all instructions entered through and under your User ID and Password, including those submitted on your behalf by Authorized Users, as applicable.

INDEMNIFICATION

Except where limited or prohibited by applicable law, you agree to indemnify BankNewport and hold us harmless from and against any and all claims, demands, expenses (including, but not limited to, reasonable attorney fees and costs), losses or damages claimed by any third parties (including, but not limited to, any persons authorized to perform transactions) arising out of (i) any transactions or attempted transactions covered by this Agreement or (ii) your breach of this Agreement.

If we initiate any legal action to collect money owed to us under this Agreement or any related agreements, including any counterclaim, you agree to pay all of our costs for such

action, including any reasonable attorneys' fees. This provision does not apply to action in connection with any credit account. In such cases, the credit agreement will govern these costs.

LIMITATION OF LIABILITY

Except to the extent otherwise required or provided in this Agreement or by applicable law, our liability in connection with the Services will be limited to actual losses sustained by you and only to the extent such losses are a direct result of our gross negligence, willful misconduct or bad faith. IN NO EVENT SHALL WE BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INDIRECT LOSS OR DAMAGE THAT YOU MAY SUFFER OR INCUR IN CONNECTION WITH THE SERVICES, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, LOST EARNINGS OR PROFITS, LOSS OR DAMAGE FROM SUBSEQUENT WRONGFUL DISHONOR RESULTING FROM OUR ACTS, OR FOR ANY INDEMNIFICATION CLAIM, WHETHER CONTRACTUAL, EQUITABLE OR OTHER, REGARDLESS OF WHETHER THE LIKELIHOOD OF SUCH CLAIM, LOSS OR DAMAGE WAS KNOWN BY US AND REGARDLESS OF THE BASIS, THEORY OR NATURE OF THE ACTION ON WHICH A CLAIM IS ASSERTED.

COMPLIANCE

You and we agree to comply with (i) the Deposit Agreement and Disclosure, and (ii) all applicable laws, regulations, rules and orders, including without limitation all applicable National Automated Clearing House Association ("NACHA") rules, regulations, and policies, the Uniform Commercial Code ("UCC"), the U.S. Department of the Treasury's Office of Foreign Asset Control ("OFAC") requirements, and all applicable laws, regulations and orders administered by the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN").

CUSTOMER IDENTIFICATION PROGRAM

You agree to provide to us, before we begin providing any part of the Services to you, any and all information required to comply with applicable law and our policies and procedures relating to customer identification. If you are a non-consumer customer, such information may include, without limitation, official certificates of your existence, copies of your formation agreements and business resolutions or equivalent documents in a form acceptable to us, authorizing you to enter into this Agreement, to receive the Services from us pursuant hereto and to designate certain individuals as authorized to act on your behalf.

AMENDMENT AND TERMINATION

We have the right to modify or amend this Agreement from time to time, subject to applicable law. Any modifications or amendments by BankNewport shall be effective thirty (30) days after BankNewport sends notice of the amendments to you. Either you or BankNewport may terminate this Agreement at any time by giving written notice to the other, but the termination of this Agreement does not terminate your account(s) with BankNewport. Closing the account(s) that you access with BankNewport's Digital Banking will simultaneously terminate this Agreement. The Bank may also cancel your privilege to use BankNewport's Digital Banking, even without telling you in advance.

INTERNET GAMBLING

You agree not to process transactions that are restricted under the Unlawful Internet Gambling Enforcement Act (UIGEA). Internet gambling transactions are prohibited and should not be processed through any accounts.

FORCE MAJEURE

Neither party shall bear responsibility for non-performance of this Agreement to the extent that such non-performance is caused by an event beyond that party's control, including, but

not necessarily limited to, fire, casualty, breakdown in equipment or failure of telecommunications or data processing services, lockout, strike, unavoidable accident, act of God, riot, war or the enactment, issuance or operation of any adverse governmental law, ruling, regulation, order, decree or an emergency that prevents us or you from operating normally.

GOVERNING LAW

This Agreement and any claim, controversy or dispute arising under or related to it will be governed by and interpreted in accordance with federal law and regulation, and to the extent not preempted or inconsistent therewith, by the laws of the State of Rhode Island.

DISCLAIMER OF WARRANTY

You acknowledge that it is not possible for our Services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur. As such, you agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions. If we are unable to provide this service for any reason, we will inform you of the problem and will take reasonable steps to resume processing.

We make no warranties with respect to BankNewport's Digital Banking Services nor do we warrant that Digital Banking will meet specific requirements.

TO THE EXTENT PERMITTED BY LAW, WE MAKE NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE USE OF Digital Banking. WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SEVERABILITY

If any provision of this Agreement shall be determined by a court of competent jurisdiction to be unenforceable as written, that provision shall be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions of this Agreement shall continue intact. In the event that any statute, regulation or government policy to which we are subject and that governs or affects the transactions contemplated by this Agreement would invalidate or modify any portion of this Agreement, then this Agreement or any part thereof shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and we shall incur no liability to you as a result of our compliance with such statute, regulation or policy.

ASSIGNMENT AND DELEGATION

We may assign any of our rights or delegate any of our responsibilities in whole or in part without notice to or consent from you. You may not assign, delegate or otherwise transfer your rights or responsibilities under this Agreement without our prior written consent, which consent we may grant or withhold in our sole discretion.

SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties and the parties' successors and permitted assigns.

NON-WAIVER

No deviation from any of the terms and conditions set forth or incorporated in this Agreement shall constitute a waiver of any right or duty of either party, and the failure of

either party to exercise any of its rights hereunder on any occasion shall not be deemed to be a waiver of such rights on any future occasion.