

**DISCLOSURES REQUIRED BY FEDERAL LAW**  
**READ AND SCROLL DOWN**  
**DIGITAL BANKING ENROLLMENT AGREEMENT**

**Electronic Records Disclosure and Agreement**

**Digital Banking Services Access Agreement & Electronic Funds Transfer Disclosure**

- **Mobile Banking Services Addendum**
- **Digital Documents User Agreement**

**Electronic Records Disclosure and Agreement**

Welcome to BANKNEWPORT'S Digital Banking Services (the "Services"). As part of the enrollment process and in order to use the Services, you must agree to the terms and conditions governing the use of the Services (such terms and conditions being the "Digital Banking Services Access Agreement and Electronic Funds Transfer Disclosure"). To enroll in the Services, you must agree to receive a copy of the Digital Banking Services Access Agreement and Electronic Funds Transfer Disclosure and other "Materials" (as defined below) electronically. We will need your consent to provide you with these Materials electronically. Therefore, please review the terms of this Electronic Records Disclosure and Agreement (the "Agreement") prior to giving your consent and retain a copy of this Agreement for your records.

**Materials You Will Receive Electronically.** By providing your consent under this Agreement, you agree that BANKNEWPORT (the "Bank") will provide you with the following documents and information (the "Materials") solely in electronic form:

- The Bank's Digital Banking Services Access Agreement and Electronic Funds Transfer Disclosure, which includes certain content regarding the electronic fund transfers you may make through the Services, the Mobile Banking Services Addendum, and the Digital Documents User Agreement.
- Any addenda or supplement to the Digital Banking Services Access Agreement and Electronic Funds Transfer Disclosure, Mobile Banking Services Addendum or Digital Documents User Agreement provided to you when you enroll for additional products or services related to the Services that we may offer to you from time to time; and
- Notices of any amendments or changes to the Digital Banking Services Access Agreement and Electronic Funds Transfer Disclosure, Mobile Banking Services Addendum or Digital Documents User Agreement or other Materials.
- Your periodic account statements and loan bills.

**Your Consent is Required.** You must consent to receiving these Materials before we can provide them to you electronically. Your consent will apply to your enrollment in the Services and any Materials we provide or make available to you.

**Paper Copy of Materials.** If you do not want to receive the Materials electronically, you should exit this area of our website. If you do not consent to receiving an electronic copy of the Materials, we will not be able to enroll you in the Services. If you consent to receive the Materials electronically, you can also request a paper copy of the Materials by contacting Customer Service by phone at 401.845.2265 or 877.709.2265 outside the Newport County area. We will not charge you any fees for providing a paper copy of the Materials.

**Withdrawing Your Consent.** If you later decide you do not want to receive the Materials electronically, you may withdraw your consent by contacting Customer Service by phone at the number listed above.

If you withdraw your consent, however, you may no longer use the Services.

**Updating Your Contact Information.** If you consent to receive the Materials electronically, we will contact you at the email address you have provided to us. Please be certain that we have your correct and updated email address. If you change your email address, you may provide your new email address to us through the Digital Banking Service Center or by contacting Customer Service by phone at the number listed above.

**System Requirements to Access the Information.** For the best online experience in BankNewport's Digital Banking, we recommend that you use one of the browsers below. While we always recommend upgrading to the latest version of each browser to ensure features are functioning properly and update security, we support the two most recent versions of the following browsers:

- Google Chrome
- Microsoft Edge
- Firefox
- Safari

**Additional setting requirements for optimal browsing.**

- Accept browser cookies. You will not be able to access any secured pages if you set your privacy setting to 'Block all cookies'.
- Accept third party cookies for bill payment access.
- Enable JavaScript in order to access many features of our site.
- PDF viewer required to open statements or other PDF documents.
- Any browser display issues should be addressed by using the "Compatibility Mode" option in the browsers above that offer the setting.

**System Requirements to Retain the Information.** To retain a copy of the Materials being provided to you electronically, you must be able to print them. You must have a functioning printer connected to your personal computer or other access device, which is able to print the Materials on plain white 8½ x 11-inch paper.

**Systems Enhancements.** If the form of the Materials changes to as to require different or additional hardware or software, or upgrades, plug-ins or enhancements to the hardware or software used by you (all such changes referred to as a "Systems Enhancement"), we will notify you and you may either terminate the Services or upgrade your hardware and/or software as required by the Systems Enhancement. If the Bank determines that the need for a Systems Enhancement creates a material risk that you may not be able to access or retain the Materials electronically, the Bank will notify you and allow you to either: (a) withdraw your consent to the Services or (b) re-confirm your consent to receive the Materials in a manner that reasonably demonstrates that you have upgraded your hardware or software to conform to the required Systems Enhancement. If you choose to withdraw your consent, or you fail to re-confirm your consent, the Bank will terminate the Services and you will receive the Materials in paper form thereafter.

**Agreement:**

This Digital Documents Agreement is a contract that establishes the terms covering the electronic delivery of your periodic account statements, loan bills, disclosures and communications ("Statements and/or Loan Bills") related to your accounts at BankNewport through Statements and/or Loan Bills. By using Statements and/or Loan Bills, you agree to all of the terms and conditions of this Agreement. You acknowledge your receipt of this Agreement and your prior receipt and agreement with the applicable Digital Banking Access Agreement, and your understanding of the terms and conditions of both Agreements. Please read this Agreement carefully. A copy of

this agreement can also be found under Privacy/Regulatory located at the bottom of our website.

The terms and conditions of BankNewport's Deposit Account Agreements and Disclosures, Electronic Funds Transfer Agreement and Disclosures, Mobile Banking Services Addendum, Digital Banking Access Agreement, as well as your other agreements with BankNewport, such as loan notes, contracts, mortgages and/or disclosures, continue to apply notwithstanding anything to the contrary in this Agreement.

**Consent to Electronic Delivery of Account Statements, Loan Bills, Disclosures and Communications:**

When you sign up for BankNewport's Digital Documents and Loan Bills Service through Digital Banking, you will be required to select the accounts that you wish to receive your periodic account statements or loan bills electronically. The Statements and Loan Bills Service will contain the same content as the paper version. The choice, (paper or Statements and/or Loan Bills) that is recorded on our system on the day the statement or bill is generated will be the only statement or billing method used to deliver that month's statement(s) or bill(s).

In addition, when you sign up for the Statements and electronic Loan Bills Service through Digital Banking, you further agree that other disclosures and communications related to any of your deposit accounts or loans with BankNewport, and for which you receive electronic account statements and/or loan bills, may also be sent to you electronically via this Service.

**Email Notification of Document Availability:**

We will send an email to the email address that you have on file within Digital Banking to advise you when your Statement(s) and/or Loan Bill(s) is available for viewing. It is your responsibility to ensure that your current email address is within Digital Banking. Once you have updated your email address in Digital Banking, you will need to view your statement(s) to communicate the email change for your Statements and/or Loan Bills notifications.

**Deposit Account Statements:**

Your account statements will become available through the Statements and electronic Loan Bills service shortly after the end of your statement cycle period. In the case of checking or money market accounts, the account statement may be available to you even before all of the images of your cancelled checks have been processed. However, Statements are updated multiple times each day and as soon as your check images are processed, they will be made available to you through the Service. Your account statements will become available through this Service incrementally each month after you enroll in the Service. Statements will be available for sixteen (16) months and thereafter the oldest statement will be deleted when the most recent statement becomes available through the Service. If you wish to retain your statements for a longer period of time, you should download them or print them during the sixteen (16) months that they are available through the Service.

BankNewport retains the last 7 years of your account statements and checks. If you request a paper copy of either your account statement or any check referenced in that statement from us, we will provide a legible copy of your statement and checks within a reasonable period of time. Applicable service charges may be assessed in accordance with the BankNewport Schedule of Fees.

To request a paper copy of either your account statement or any checks please call our Contact Center at 401.845.2265 or 877.709.2265, outside the Newport County area, Monday-Friday from 8:00 am - 6:00 pm and Saturday from 9:00 am -1:00 pm. If you prefer to contact via written correspondence, address your envelope to: BankNewport, P.O. Box 450, Newport, Rhode Island 02840.

**Loan Bills:**

You will receive an email when your loan bill is available. Your loan bill will become available through this Service incrementally each month after you enroll. Loan bills will be available for sixteen (16) months and thereafter the oldest bill will be deleted when the most recent bill becomes available through the Service. If you wish to retain

your bills for a longer period of time, you should download them or print them during the sixteen (16) months that they are available through the Service. If you request a paper copy of your loan bill from us, we will provide a copy of your bill within a reasonable period of time. Applicable fees may apply.

To request a paper copy of your loan bill, please contact our Servicing Center at 401.845.8789 or 800.234.8586, outside the Newport County area, Monday-Friday 8:00 am-4:30 pm.

**Your Right to Terminate:**

You may withdraw your consent to receive Statements and/or Loan Bills electronically. By doing so, there may be consequences for certain deposit accounts such as the incursion of fees for receiving paper statements, increased monthly maintenance fees, reduction of ATM fee waivers or reduction of refunds of nationwide ATM surcharge amounts and/or reduction in annual percentage yield rates. To withdraw your consent to receive Statements and/or Loan Bills electronically, you will be asked to update your Enrollment Preference at the bottom of the Digital Documents page, under Digital Document Delivery Preferences. You may also send us a secure message within Digital Banking, letting us know that you would like to terminate the Service or call our Contact Center at 401.845.8616 or 877.709.2265, outside the Newport County area, Monday-Friday 8:00 am-4:30 pm and Saturday 9:00 am-12:00 pm EST.

**Our Right to Terminate:**

You agree that we provide Statements and/or Loan Bills electronically at our sole discretion and we can rescind your use of this Service at any time and for any reason. However, if we do, we will produce and mail a paper copy of your account statement, loan bill, disclosure or other communication to you.

**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 “acountholder”) that is authorized by us to use Digital Banking under this Agreement and anyone else authorized by the acountholder to access the acountholder’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 thru various digital channels including such as by Personal Computers (desktop and laptop) and Mobile Devices (phones and tablets). 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 Edge**
  - **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>.

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 <http://banknewport.com/PrivacyRegulatory> 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.
- **Digital Documents:** Access your deposit and loan account statements; review previous statements up to sixteen (16) months or from the first time you sign up for Digital Documents, whichever is more recent. Use of Digital Documents is subject to separate terms and conditions that you must agree to when you enroll in Digital Documents.
- **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 Contact Center 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:

- **MX Money Management:** (One easy dashboard that displays all your accounts — including linked external accounts.).
- **Credit Score:** (A free, easy way to monitor your credit score.).
- **Zelle (Person to Person Payments):** You can use Zelle 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 Zelle service is subject to special terms and conditions as reflected from time to time in separate Bank agreement(s).
- **Open New Accounts**
- 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 the 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 the Customer’s behalf. Wire transfers are 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 Receiver's authorization or of the termination of the agreement between the RDFI and the Receiver concerning the Entry.
- c. 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 Daily Limit	Maximum 30-Day Limit
Account2Account Transfers	The available balance in your account	n/a	n/a
Person2Person Transfers	\$25,000 or the available balance in your account, whichever is less	n/a	n/a
Bank2Bank Transfers	n/a	\$4,000 incoming; \$4,000 outgoing	\$50,000 incoming; \$50,000 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 - 6:00 pm and Saturday 9:00 am - 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.

### **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 username 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.

## **MX MONEY MANAGEMENT**

Manage your financial health with one easy and accessible dashboard. 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 MX MONEY MANAGEMENT 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 a 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. 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 a 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 a 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 Contact Center 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 in 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 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.

## **Mobile Banking Services Addendum**

This Mobile Banking & Mobile Deposit Services ADDENDUM (the "Addendum") sets forth the additional terms and conditions for use of the Mobile Banking Service (or "Mobile Banking") and the Mobile Deposit Service (or "Mobile Deposit") offered to you through BANKNEWPORT (the "Bank," "we," "us" and "our"). This Addendum amends and modifies the terms and conditions of the Digital Banking Services Access Agreement & Electronic Funds Transfer Disclosure (the "Agreement") governing your use of the Digital Banking Services. Except where modified by this Addendum, the Agreement remains in effect. Capitalized terms defined in the Agreement that are not defined in this Addendum have the same meaning here. This Addendum and the Agreement constitute the entire agreement between us and you relating to the Mobile Banking and Mobile Deposit Services, supersede any other agreements you may have with us relating to Mobile Banking and Mobile Deposit Services, and may only be amended as provided in the Agreement or this Addendum. If there is a conflict between the Agreement and this Addendum, the terms in this Addendum will govern your use of Mobile Banking and Mobile Deposit to the extent of the conflict. Unless otherwise specified herein, the provisions of this Addendum apply both to Consumer and Non-Consumer / Business Customers (as described in the Agreement) using the Mobile Banking and Mobile Deposit Services.

Section A of this Addendum describes the terms and conditions that apply to your use of the Mobile Banking Service, and Section B describes the terms and conditions that apply to your use of the Mobile Deposit Service, except as otherwise provided.

By clicking the "I accept these terms" button when you register for the Mobile Banking Service and/or Mobile Deposit Service, or by using the Mobile Banking Service or the Mobile Deposit Service, you agree to the terms and conditions of this Addendum, as they may be amended from time to time.

## **SECTION A: MOBILE BANKING SERVICE**

### **ENROLLING IN MOBILE BANKING**

**Eligibility.** The Mobile Banking Service is available for Consumer and Non-Consumer / Business Customers of the Bank.

**Enrollment.** In order to use the Mobile Banking Service, you must: (a) be enrolled in the Bank's Digital Banking Services and (b) have a mobile phone, tablet or other equipment (a "Mobile Device"). Although the Mobile Banking Service is Mobile Device agnostic and will work with most Android® and Apple® Mobile Devices, the enrollment process may require you to provide information about the Mobile Device that you will use for the Mobile Banking Service, as well as a telephone number associated with your Mobile Device, the telecommunications carrier that provides service to your Mobile Device, and your email address. Enrollment requires identification of your banking relationship with the Bank as well as verification of your Mobile Device. *It is your responsibility to provide us with accurate, complete, and current information about you and your Mobile Device (including its telephone number, the telecommunications carrier, and your email address), and to notify us immediately if any of this information changes or if service to your Mobile Device is terminated.* We reserve the right to refuse or cancel your registration

for the Mobile Banking Service if we cannot verify information about you and/or your Mobile Device.

**Standard Data and Text Messaging Rates Apply.** *You understand that the standard data and text messaging rates charged by the telecommunications carrier providing service for your Mobile Device apply when you use your Mobile Device to enroll in and use the Mobile Banking Service.*

**Representations, Warranties and Covenants.** When you use the Mobile Banking Service to access Accounts you designate during the enrollment process (each Account so designated being a “Mobile Banking Account”), you agree to the following:

(a) **Representations and Warranties.** When enrolling in and using the Mobile Banking Service, you represent and warrant that:

- i. You are the legal owner of the Mobile Banking Accounts and other financial information that may be accessed via the Mobile Banking Service; and
- ii. All information you provide to us in connection with the Mobile Banking Service is accurate, current, and complete, and that you have the right to provide such information.

(b) **Covenants and Agreements.** When enrolling in and using the Mobile Banking Service, you covenant and agree that:

- i. You will not misrepresent your identity or your Account information.
- ii. You will keep your Account information up-to-date and accurate.
- iii. We and our service providers may send you, by Short Message Service (“SMS”) text message, email, and other methods, communications relating to the Mobile Banking Service, including without limitation welcome messages, information and requests for information relating to use of Mobile Banking Service, the Digital Banking Services, and other ancillary services.
- iv. You will use the Mobile Banking Service carefully, keep your User ID, Password and other credentials required to log-in to the Mobile Banking Service confidential and secure and not share that information with others.
- v. You will check your statements and transactions regularly, report any errors to us promptly by calling us at 401.845.2265 or 877.709.2265, outside the Newport County area, between the hours of 8:00 am to 6:00 pm, Monday through Friday and Saturday between 9:00 am and 1:00 pm, and cancel immediately your participation in the Mobile Banking Service if you observe any material errors in the Mobile Banking Service; and
- vi. If you use any location-based feature for the Mobile Banking Service, you agree that your geographic location and other personal information may be accessed and disclosed through the Mobile Banking Service. If you wish to revoke access to such information, you may cease using location-based features of the Mobile Banking Service or the Mobile Deposit Service.

**Proper Use of the Mobile Banking Service.** The Mobile Banking Service will not work unless you use it properly. You accept responsibility for making sure that you understand how to use your Mobile Device and the Mobile Banking Service and associated software / application (the “Software”) before using it, and that you always use it in accordance with any online instructions that may be delivered to you. From time to time we may change, upgrade, or add new features to the Mobile Banking Service. In the event of such changes, you are responsible for making sure that you understand how to use the updated or changed version of the Mobile Banking Service and/or Software. We will not be liable to you for any losses caused by your failure to properly use the Mobile Banking Service or your Mobile Device. You agree to exercise caution when utilizing the Mobile Banking Service and to use good judgment and discretion when obtaining or transmitting information.

**Relationship of this Addendum to Other Agreements.** You agree that when you use the Mobile Banking Service (and the Mobile Deposit Service), you remain subject to the terms and conditions of the Digital Banking Agreement, your applicable Deposit Agreement and Disclosure, the agreement(s) applicable to your loan account(s), and any and all other existing agreements with us and our affiliates. You also agree that you will continue to be subject to the terms and conditions of your existing agreements with any unaffiliated service providers, including, but not limited to, the telecommunications carrier for your Mobile Device, and you understand that your use of the Mobile Banking Service and the terms of this Addendum do not amend or supersede any of the agreements with these telecommunications carriers (such agreements being your “Mobile Device Agreements”). You understand that your Mobile Device Agreements may provide for fees, limitations and restrictions which might impact your use of the Mobile Banking Service (for example, they may impose data usage or text message charges for your use of or interaction with the Mobile Banking Service, including while downloading the Software, receiving or sending Mobile Banking Service text messages and alerts, or other use of your Mobile Device when using the Software or other products and services provided by Mobile Solutions). You agree to be solely responsible for all such fees, limitations, and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services, and that your mobile service carrier is not the provider of the Mobile Banking Service. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with the Mobile Banking Service, you will contact us directly.

**Terms and Conditions for Enabling Fingerprint/Face Authentication with BankNewport’s Mobile Banking**

Fingerprint/Face authentication is available for Touch ID™ capable iOS™ devices and Android™ devices that have compatible fingerprint/face support running Android 6.0 or higher. This is an optional authentication method offered by BankNewport to sign into BankNewport’s Mobile Banking. This feature requires enrollment of compatible devices after successfully logging into your account with your existing username and password. After device enrollment, you will be able to use your fingerprints/face that were previously registered on the device to access your account.

BankNewport neither controls the functionality of Touch ID or Android’s fingerprint/face support, nor has access to your fingerprint/face information. Your account credentials are never stored on the device. You acknowledge that by enabling Fingerprint/Face authentication, anyone who has a fingerprint/face stored on your device will have access to your personal and payment account information. You should only enable Touch ID if you're the only person who has registered fingerprints/face on your device or understand that anyone that has a fingerprint/face registered on your device will have access to your account information. For your security, anytime a new fingerprint/face is added to your device, you will be required to re-enroll in this feature. Touch ID™ is a trademark of Apple, Inc. Android™ is a trademark of Google Inc. Fingerprint/Face Authentication is unsupported and may not work on devices that are Jailbroken, Rooted, have custom ROMs installed or are using applications not authorized by Apple or Google.

**MOBILE BANKING FEATURES**

The Mobile Banking Service is available through a downloadable software application designed to run on smartphones, tablet computers and other mobile devices (the “Mobile App”), or through the mobile-optimized version of the authenticated portions of the designated Bank website through which the Mobile Banking Service may be accessed from any web-enabled Mobile Device (the “Mobile Web”). You may use either the Mobile Web or Mobile App features of the Mobile Banking Service to access, through your same log-in credentials as you use for your Digital Banking Services. We may offer additional Mobile Banking Service functionality and features in the future, and any such additions will be governed by this Addendum and the Agreement (including any applicable terms and conditions for such service or feature). Some features may not be available for all Mobile Devices and/or Mobile Device carrier plans. All basic features available on non-mobile devices are available through Mobile Devices. Mobile Devices also have the ability to access Mobile Deposit.

**Mobile Device Limitations.** The Mobile Banking Service and some Mobile Banking Transactions may not be available on all types of Mobile Devices. You also understand and agree that the Mobile Banking Service may not be accessible or may have limited utility over some mobile networks, such as while roaming.

**Changes to Mobile Banking Service.** We reserve the right to modify the scope of the Mobile Banking Service at any time. We reserve the right to refuse to make any Mobile Banking Transaction you request.

**Availability.** You can use your Mobile Device to access the Mobile Banking Service 24 hours a day, 7 days a week. However, your access to our Digital Banking Service and the Mobile Banking Service may be restricted during regular maintenance periods and any special maintenance periods. We may process requests for Mobile Transactions only on Business Days. The cut-off times for your Mobile Transactions are the same as those set forth in the Digital Banking Agreement. Any requests for a Mobile Transaction received after these cut-off times will be processed on the next Business Day.

#### **MOBILE BANKING SOFTWARE LICENSE AGREEMENT**

**License.** Subject to your compliance with this Addendum, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license (“License”) to download, install and use the Software on your Mobile Device. In the event that you obtain a new or different Mobile Device, you may be required to download and install the Software to that new or different Mobile Device.

**License Restrictions / Revocation.** This License shall be revoked immediately upon any of the following events:

- a. Your termination of the Mobile Banking Service.
- b. Your deletion of the Software from your Mobile Device.
- c. Your noncompliance with this Addendum; or
- d. Our notice to you at any time, with or without cause, terminating your License and right to use the Software.

In the event this License is revoked for any of the foregoing reasons, you agree to promptly delete the Software from your Mobile Device and/or discontinue use. We and our service providers (which includes, without limitation, any provider of the Software, such as iMobile or COCC) reserve all rights not granted to you in this Addendum.

**Scope of License / Limits on Your Use of Software.** The Software shall be used solely in connection with the Mobile Banking Service and may not be used by you for any other reason. You may not grant any sublicense to the Software. You agree that you will not:

- a. Modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Software.
- b. Copy or reproduce all or any part of the technology or Software,
- c. Resell or make commercial use of the Software; or
- d. Interfere, or attempt to interfere with the technology or Software.

The Software does not include various third-party operating systems and applications that will be required to use the Software. You will be solely responsible for such third-party software.

**Confidentiality of Software.** You acknowledge that the Software contains trade secrets and other proprietary and confidential information, whether or not the Software contains any copyright or other proprietary notice. You agree to take commercially reasonable precautions to protect the confidentiality of the Software. You agree that you will:

- a. Not print, copy, or duplicate any portion of the Software.
- b. Not alter any copyright notices on the Software.

- c. Not make the Software available in any form to anyone except your agents for purposes specifically related to your authorized use.
- d. Take appropriate action with any persons permitted access to the Software to inform them of the confidential nature thereof and to obtain their compliance with the terms of this Section IV of this Addendum.
- e. Only use the Software for your personal use and not for the benefit of any other person or entity; and
- f. Comply with all of our procedures and requirements for use of the Software.

The provisions of this Section IV (4) of this Addendum will survive termination of this Addendum and the Agreement.

**General Conduct in Use of the Mobile Banking Service.** You agree not to use the Mobile Banking Service or the content or information delivered through the Mobile Banking Service in any way that would:

- a. Infringe any third-party copyright, patents, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Software.
- b. Be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Mobile Banking Service to impersonate another person or entity.
- c. Violate any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising).
- d. Be false, misleading, or inaccurate.
- e. Create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers.
- f. Be defamatory, trade libelous, unlawfully threatening or unlawfully harassing.
- g. Potentially be perceived as illegal, offensive, or objectionable.
- h. Interfere with or disrupt computer networks connected to the Mobile Banking Service.
- i. Interfere with or disrupt the use of the Mobile Banking Service by any other user; or
- j. Constitute and attempt to gain unauthorized entry or access to the computer systems of others.

**Export Control.** You acknowledge that the Software is subject to the United States (U.S.) government export control laws and regulations, which may restrict or prohibit the use, export, re-export, or transfer of the Software. You agree that you will not directly or indirectly use, export, re-export, or transfer the Software except in compliance with applicable U.S. export laws and regulations. Without limitation, you agree that you will not use the Mobile Banking Service in any embargoed or sanctioned country.

#### **CHARGES FOR THE SERVICE**

You agree to pay for the Mobile Banking Service in accordance with the fee schedule located at <http://banknewport.com/PrivacyRegulatory> (the "Fee Schedule"), as amended from time to time. We will advise you of any fee changes prior to implementing them, as required by applicable law. You authorize us to automatically charge your primary checking account for all such fees incurred in connection with the Mobile Banking Service. In the future, we may add to or enhance the features of the Mobile Banking Service. By using such added or enhanced features, you agree to pay for them in accordance with our Schedule of Fees.

#### **TERMS AND CONDITIONS APPLICABLE TO NON-CONSUMER / BUSINESS CUSTOMERS**

The terms and conditions in this Section VI of the Addendum are only applicable to Business Customers using the Mobile Banking Service to initiate Mobile Banking Transactions to or from Business Deposit Accounts and Business Credit Accounts. As used in this Section VI, the terms "you" and "your" refer to Business Customers only.

**Representations and Warranties.** You represent to us that:

- a. The Mobile Banking Service will be used to effect Mobile Banking Transactions exclusively for business

purposes and not for personal, household or family use.

- b. You are duly organized, validly existing, in good standing and authorized to enter into this Addendum; and
- c. You have taken all necessary corporate actions or other internal approvals necessary to duly appoint all Authorized Representatives who are given access to the Mobile Banking Service.

**Limit on Liability.** The Bank's liability to you for any loss, damage and expense related to the Mobile Banking Service shall not exceed one (1) month's average billing with respect to the Mobile Banking Service.

**Liability for Unauthorized Online Transactions.** If you have reason to believe that your Mobile Device, User ID, Password or any other security code or software has been lost or stolen or that an unauthorized person has used or may attempt to use the Mobile Banking Service without your permission, you must notify the Bank no later than the close of the following Business Day by calling 401.845.2265 or toll free 877.709.2265, outside the Newport County area, between the hours of 8:00 am and 6:00pm, Monday through Friday and Saturday between 9:00 am and 1:00 pm. If the Bank is not provided with notice as required by this Section and we can prove that you could have avoided unauthorized access, you will be liable for the FULL AMOUNT OF THE UNAUTHORIZED ONLINE TRANSACTION. You also agree to promptly review your Business Deposit Account statements and to report any alleged errors or unauthorized Mobile Banking Transactions within fourteen (14) calendar days.

**Use of Mobile Device in Compliance With this Addendum.** You agree that if you fail to use the Mobile Banking Service and your Mobile Device in compliance with the terms and conditions of this Addendum (all of which are considered to be commercially reasonable standards and security procedures), you will accept all liability for any Mobile Banking Transaction initiated using your Mobile Device.

**Additional Online Transaction Limits.** In addition to the limits discussed above, you understand that we may limit overdrafts on Business Deposit Accounts or advances from Business Credit Accounts, or condition them upon the receipt of financial information or collateral, based upon our credit policies and the terms of our credit relationship with the business customer. Business Customers must provide thirty (30) days' notice of intent to terminate the Mobile Banking Service.

**Third Party Disclosure of Account Information.** Neither we, nor any of our service providers, including iMobile or COCC, assume responsibility for any disclosure of Account information by third parties (such as the telecommunications carrier for your Mobile Device) or for the timeliness, deletion, mis delivery or failure to store any user data, communications, or personalization settings in connection with your use of your Mobile Device or the Mobile Banking Service.

**Mobile Device Functionality.** Neither we, nor any of our service providers, including iMobile or COCC, assume responsibility for the operation, security, functionality or availability of any Mobile Device or mobile network that you utilize to access the Mobile Banking Service.

**Synchronization of Mobile Banking Service and Digital Banking Service.** Information about activity on your Accounts is synchronized between the Software and Digital Banking Service. Information about your Accounts and transactions that is made available through the Software may differ from the information that is available through the Digital Banking Service or other customer service options available to you. Information available through the Digital Banking Service or other customer service options may not be available via the Software, may be described using different terminology, or may be more current than the information available via the Software (including but not limited to Account balance information). The method of entering instructions to use the Mobile Banking Service may differ from the method of entering instructions to use the Digital Banking Service. We are not responsible for such differences, whether or not attributable to your use of the Software. Additionally, you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions you may take in reliance thereon.

**Cancellation.** You may cancel your participation in the Mobile Banking Service by calling us at 401.845.2265 or 877.709.2265, outside the Newport County area, between the hours of 8:00 am and 6:00pm, Monday through Friday and Saturday between 9:00 am and 1:00 pm. We reserve the right to change or cancel the Mobile Banking Service at any time without notice. We may also suspend your access to the Mobile Banking Service at any time without notice and for any reason including but not limited to, your non-use of the Mobile Banking Service. You agree that we will not be liable to you or any third party for any modification or discontinuance of the Mobile Banking Service.

**Changing This Addendum or the Service.** We may make changes to this Addendum and the Mobile Banking Service made available under this Addendum at any time. We will provide you with notice of any such amendments as may be required by applicable law. Your continued use of the Mobile Banking Service following the effective date of a change signifies your acceptance of the change.

**Changes to Your Contact Information.** It is solely your responsibility to ensure that the contact information you have provided to us is current and accurate. This includes not only the telephone number and telecommunications carrier for your Mobile Device, but also your name, address, other phone numbers and email address(es).

**Third Party Beneficiary.** You agree that our service providers may rely upon your agreements and representations in this Addendum, and such service providers are third party beneficiaries of this Addendum, with the power to enforce its provisions against you.

**Indemnification.** You agree to indemnify, defend, and hold us and our affiliates and service providers harmless from and against any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your use of the Mobile Banking Service, your violation of this Addendum, your violation of applicable law, or your infringement (or infringement by any other user of your account) of any intellectual property or other right of anyone.

**Limitations and Warranty Disclaimers.** We and our service providers disclaim all warranties relating to the Mobile Banking Service or otherwise in connection with this Addendum, whether oral or written, express, implied or statutory, including, without limitation, the implied warranties of merchantability, fitness for particular purpose and non-infringement. Neither we nor our service providers will be liable to you or any third party for any indirect, incidental, exemplary, special, punitive or consequential damages of any kind, or for any loss of profits, business, or data, whether based in statute, contract, tort or otherwise, even if we or our service providers, as applicable, have been advised or, or have reason to know of, the possibility of such damages. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

#### **MOBILE DEPOSIT SERVICE**

The Mobile Deposit Service (or "Mobile Deposit") is designed to allow you to make deposits of paper checks ("Original Checks") to your Consumer Deposit Accounts (or Business Deposit Accounts as applicable and where approved by the Bank) with us (hereinafter "Mobile Deposit Accounts") from home or other remote locations by using your eligible camera-enabled Mobile Device to capture images of the Original Checks and then transmit the digital images and associated deposit information ("Images") to us or our Processor with your Mobile Device. Your Mobile Device must be supported by and compatible with the Mobile Deposit Service, such as a smartphone or tablet, with a camera and a supported operating system, as well as a data plan, for the Mobile Device.

**Eligibility & Enrollment.** In order to use Mobile Deposit, you must: (a) have one or more eligible Accounts with us, (b) have an eligible Mobile Device, and (c) enroll in the Digital Banking Service and the Mobile Banking Service. Only certain camera-enabled Mobile Devices may be used with the Mobile Deposit Service as specified by us from time to time. *It is your responsibility to provide us with accurate, complete, and current information about you and your*

*Mobile Device (including your telephone number, the telecommunications carrier, and your email address), and to notify us immediately if any of this information changes or if service to your Mobile Device is terminated. You are automatically enrolled in the Mobile Deposit Service when you enroll in the Mobile Banking Service. We reserve the right to refuse or cancel your registration for the Mobile Deposit Service if we cannot verify information about you and/or your Mobile Device and accordingly you agree to all of the terms and conditions set forth in this Addendum with respect to the Mobile Deposit Service.*

**Acceptance of Terms.** By using or continuing to use the Mobile Deposit Service, you agree to the terms of this Addendum, and (as of the effective date) any changes to such terms and conditions that apply to the use of the Mobile Deposit Service by you. If you do not agree with these terms (as may be amended from time to time), you may not use the Mobile Deposit Service. Your agreement will be deemed effective for as long as you use the Mobile Deposit Service.

**Charges for the Mobile Deposit Service.** You agree to pay for any charges we may assess for the Mobile Deposit Service in accordance with our current Schedule of Fees, as may be amended from time to time, or you may elect to terminate use of the Mobile Deposit Service. We will advise you of any fee changes prior to implementing them to the extent and as required by applicable law. You authorize us to automatically charge the Mobile Deposit Account into which the deposit was made for all such fees incurred in connection with Mobile Deposit. In the future, we may add to or enhance the features of the Mobile Deposit Service. By using such added or enhanced features, you agree to pay for them in accordance with our Schedule of Fees.

**Deposit Limits.** We may establish or change daily and/or monthly limits on the dollar amount and/or number of items or deposits from time to time in our sole discretion. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Addendum, and we will not be obligated to allow such a deposit at other times.

Currently, Mobile Deposit is limited per Mobile Deposit user as follows:

Per Day: \$5,000  
Per Month: \$35,000  
Items per Month: 35

BankNewport also offers increased limits for customers with BN Premium checking accounts as well as Business checking accounts.

Per Day: \$10,000  
Per Month: \$70,000  
Items per Month: 70

Each limit described above applies to Consumer and Business Customers and is a per-authorized user or signer limit. For example, if you have two authorized users or signers (e.g., joint owners of a Consumer Customer's Mobile Deposit Account, or a Business Customer's Mobile Deposit Account with two authorized signers) and each of the two authorized users or signers downloads the Mobile App, each authorized user or signer may make deposits up to the limits described above. The standard limits described above may be adjusted on a per customer basis as agreed to by the Bank in its sole and exclusive discretion.

**Eligible Items.** You hereby agree that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"). You agree that the Image of the check that is transmitted to the Bank (each such check and other item is referred to in this Addendum as a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You also acknowledge and agree that deposits that you make using the Mobile Deposit Service are not "Electronic Fund

Transfers” as that term is defined in Consumer Financial Protection Bureau’s Regulation E. You further agree that you will not use the Mobile Deposit Service to deposit any Checks or other items (considered ineligible or “Prohibited Checks”) that:

- are payable to any person or entity other than yourself or otherwise to the owner of the account that the item is being deposited into (i.e., a third-party check).
- are prohibited by our then-current procedures pertaining to the Mobile Deposit Service or are in violation of any law, rule, or regulation.
- you know or suspect, or should know or suspect, are altered on the front of the item, fraudulent or otherwise not authorized by the owner of the account on which the Checks are drawn.
- have been previously endorsed by a bank and are either “substitute checks” (as defined in Reg CC or other applicable federal law or regulation) or “image replacement documents” that purport to be substitute checks, without our prior written consent.
- are drawn on financial institutions that are located outside of the United States or Territories of the United States.
- are payable jointly, unless deposited into a deposit account in the name of all payees.
- are remotely created checks, as defined in Reg. CC, or are remotely created payment orders.
- are not payable in United States currency.
- are dated more than six (6) months prior to the date of deposit or contain a date in the future.
- have any endorsement on the back other than that specified in this Addendum.
- have previously been submitted through the Mobile Deposit Service or through a remote deposit service offered at any other financial institution; and
- are not acceptable to us for deposit into a deposit account as provided in the Account Agreement.

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

**Requirements.** You understand that you must, and hereby agree, at your sole cost and expense, to use a Mobile Device that meets all technical requirements for the proper delivery of the Mobile Deposit Service and that fulfills your obligation to obtain and maintain secure access to the Internet. You understand and agree you may also incur, and shall pay, any and all expenses related to the use of the Mobile Deposit Service, including, but not limited to, telephone service or Internet service charges. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Mobile Deposit Service. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Mobile Deposit Service and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements. We are not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet. We are not responsible for, and you hereby release us from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your Mobile Device and/or any associated hardware or software, or failures of or interruptions in any electrical, telephone or Internet services. We hereby advise you, and you hereby agree to scan your Mobile Device and/or any associated hardware or software on a regular basis using a reliable virus detection product in order to detect and remove viruses.

Each Image must provide all information on the front and back of the Original Check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the Original Check, MICR information, signature(s), any required identification written on the front of the Original Check and any endorsements applied to the back of the Original Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the Check within 1 ½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and “FOR MOBILE DEPOSIT ONLY BankNewport,” or as otherwise specified by us from time to time. Any loss we incur from a delay, processing error or any other action resulting from an irregular endorsement or other markings by you will be your responsibility.

A Check payable to two payees must be endorsed by both payees. If the Check is payable to you or your joint owner, either of you can endorse it. If the Check is made payable to you and your joint owner, both of you must endorse the Check and it must be deposited into a Mobile Deposit Account owned by both of you.

**Receipt of Deposit.** All Images processed for deposit through Mobile Deposit will be treated as “deposits” under the Account Agreement and the Agreement. You may check on the status of a deposit made through Mobile Deposit by selecting “View Deposit History” on the “Deposit a Check” tab within the Mobile Deposit Service. Notwithstanding the fact that we have accepted a Mobile Deposit for processing, any credit made to your Mobile Deposit Account shall be provisional as further described in Section 10 below, and you shall remain liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against us.

We shall have no liability to you for the rejection of a deposit through Mobile Deposit or the Images or other information contained therein or for our failure to notify you of such rejection. We are not responsible for any Image that we do not receive.

Following receipt, we may process the Image by preparing a “substitute check” or clearing the item as an Image.

We reserve the right, at our sole and absolute discretion, to reject any Image for remote deposit into your Mobile Deposit Account. We will use commercially reasonable efforts to notify you of rejected Images by phone, email, or other means.

**Retention of Original Checks.** You must securely store the Original Check for fourteen (14) Calendar Days after transmission to us and make the Original Check accessible to us at our request. Upon our request from time to time, you will deliver to us within two (2) Business Days, at your expense, the requested Original Check in your possession. If not provided in a timely manner, such amount will be reversed from your Mobile Deposit Account. Promptly after such period expires, you must destroy the Original Check *by first marking it “VOID” and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an Original Check, the Image will be the sole evidence of the Original Check.*

*You agree that you will never deposit the Original Check or present the Original Check to us or anyone else for payment. You understand that you are responsible if anyone is asked to make a payment based on an Original Check that has already been paid.*

**Returned Deposits.** Any credit to your Mobile Deposit Account for Checks deposited using Mobile Deposit is Provisional. As used herein, “Provisional” means that the credit for the deposit is made to your Mobile Deposit Account subject to final payment of the Checks and subject to the terms of the Account Agreement. If Original

Checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the Image, you agree that an Original Check will not be returned to you, but that we may charge back the amount of the Original Check and provide you with an Image of the Original Check, a paper reproduction of the Original Check or a substitute check. You will reimburse us for all loss, cost, damage, or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an Original Check if it has been charged back to you.

We may set-off against any of your Accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

**Your Warranties.** You make the following warranties and representations with respect to each Image:

- Each Image is a true and accurate rendition of the front and back of the Original Check, without any alteration, and the drawer of the Check has no defense against payment of the Check.
- The amount, payee(s), signature(s), and endorsement(s) on the Image and on the Original Check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the Original Check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Original Check or a paper or electronic representation of the Original Check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate Images of the Original Check.
- The Original Check was authorized by the drawer in the amount stated on the Original Check and to the payee(s) stated on the Original Check.
- You are authorized to enforce and obtain payment of the Original Check.
- You have possession of the Original Check, and no party will submit the Original Check for payment.

With respect to each Image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation, or clearinghouse rule. You agree that files and Images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

**Compliance with Law.** You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules, and regulations. You agree to comply with all existing and future operating procedures used by us for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting Checks and items, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and any clearinghouse or other organization in which we are a member or to which rules we have agreed to be bound. These procedures, rules, and regulations (collectively the "Rules") and laws are incorporated herein by reference. In the event of conflict between the terms of this Addendum and the Rules, the Rules will control.

**Mobile Deposit Unavailability.** Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit Original Checks at our branches or through our ATMs or by mailing the Original Check to: BankNewport, P.O. Box 450, Newport, RI 02840, Attn.: Customer Service. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature you sustain as the result of your inability to use the Mobile Deposit Service.

**Funds Availability.** The cut-off time applicable to deposits made through Mobile Deposit is Monday through Friday at 4:00 pm Eastern Time (ET). Deposits submitted using Mobile Deposit before 4:00 pm ET on Monday through Friday will be considered deposited on that day. Deposits submitted using Mobile Deposit after 4:00 pm ET and deposits received on a Saturday, Sunday or holiday at any time will be considered deposited on the next Business Day as defined in the Account Agreement. Funds from deposits made using Mobile Deposit before the applicable cut-off time will generally be available the next Business Day after we receive the deposit. Funds from deposits made through Mobile Deposit that are made after the applicable cut-off time or at any time on a Saturday, Sunday or holiday will generally be available the next Business Day following our receipt of the deposit. We may make such funds available sooner based on such factors as creditworthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as we, in its sole discretion, deem relevant. However, longer delays may apply. You also understand that credit is provisional until settlement is final. Refer to our Funds Availability Policy for complete information.

**Mobile Deposit Security.** You should complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your Mobile Device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. By using the Mobile Deposit Service, you accept the risk that an item deposited through the Mobile Deposit Service will be intercepted or misdirected during transmission. We bear no liability to you or others for any such intercepted or misdirected items or information disclosed through such transmission errors. You will notify us immediately by telephone at 401.845.2265 or 877.709.2265, outside the Newport County area, between the hours of 8:00 am and 6:00 pm Monday through Friday and Saturday between 9:00 am and 1:00 pm, if you learn of any loss or theft of Original Checks. You will ensure the safety and integrity of Original Checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Addendum.

**Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity, and integrity of the Image. You are solely responsible if you, intentionally or unintentionally, submit a fraudulent, incorrect, or illegible Image(s) to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect, or otherwise improper or unusable Images to us.

You agree to notify us of any suspected errors regarding items deposited through the Mobile Deposit Service right away, and in no event later than thirty (30) days after the applicable Account statement is sent or otherwise made available. Unless you notify us within sixty (60) days, such statement regarding all deposits made through the Mobile Deposit Service shall be deemed correct, and you are precluded from bringing a claim against us for such alleged error. You can contact us by calling 401.845.2265 or 877.709.2265, outside the Newport County area, Monday through Friday between the hours of 8:00 am and 6:00 pm and Saturday between 9:00 am and 1:00 pm or by visiting one of our branches.

**Your Indemnification Obligation.** You understand and agree that you are required to indemnify us and hold us harmless, including our affiliates, officers, employees and agents against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses arising from your use of the Mobile Deposit Service and/or breach of this Addendum. You understand and agree that this paragraph shall survive the termination of this Addendum.

You also understand and agree that you are required to indemnify and hold harmless our Processor and/or service provider / technology partners, their affiliates, officers, employees and agents, from and against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorneys' fees and expenses, arising from such claims, to the extent such claim is related to

us or your use of the Mobile Deposit Service, our Processor and/or service provider / technology partner applications, unless such claim directly results from an action or omission made by our Processor and/or service provider / technology partners in bad faith. You understand and agree that this paragraph shall survive the termination of this Addendum.

**Cooperation with Investigation.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Mobile Deposit Service in your possession and your records relating to such items and transmissions.

**Ownership and License.** You agree that we and/or our Processor and/or service provider(s) / technology partner(s) retain all ownership and proprietary rights in the Mobile Deposit Service, associated content, technology, and website(s). Your use of the Mobile Deposit Service is subject to and conditioned upon your complete compliance with this Addendum. Without limiting the effect of the foregoing, your breach of this Addendum immediately terminates your right to use the Mobile Deposit Service. Without limiting the restriction of the foregoing, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or the Mobile Deposit Service, copy or reproduce all or any part of the technology or the Mobile Deposit Service; or interfere, or attempt to interfere, with the technology or the Mobile Deposit Service. We and our Processor and/or service provider(s) / technology partners retain all rights, title and interests in and to the Mobile Deposit Service, software and developments made available to you.

**DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF THE MOBILE DEPOSIT SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE MOBILE DEPOSIT SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE MOBILE DEPOSIT SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN THE MOBILE DEPOSIT SERVICE OR TECHNOLOGY WILL BE CORRECTED.

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

**Amendments.** We may amend these terms at any time, in our sole discretion, by giving notice to you if and as provided in this Addendum, the Agreement or the Account Agreement. If so required, or required by applicable law, notice will be given for the applicable required number of days in advance of each such amendment. Your continued use of the Mobile Deposit Service shall constitute your agreement to such amendments. No amendments requested by you shall be effective unless received, and agreed to in writing, by us.

**Suspension and Termination.** In addition to any other provision in this Addendum, the Agreement or the Account

Agreement on the subject, we may, in our sole discretion and without prior notice to you unless otherwise required by applicable law, elect to suspend or terminate your use of the Mobile Deposit Service (i) if you or we close the Account(s) established in connection with the Mobile Deposit Service, (ii) if we reasonably suspect that you have engaged in fraud or other abuse with regard to the Mobile Deposit Service, (iii) in the event of a material breach in the performance or observance of any term, or breach of any representation or warranty, by you, (iv) if we believe immediate action is required for the security of your or our funds, or (v) if we reasonably believe that the continued provision of the Mobile Deposit Service would violate federal, state or local laws or regulations, or would subject us to unacceptable risk of loss. Notwithstanding any termination, this Addendum shall remain in full force and effect with respect to all transactions initiated prior to such termination.

## **Digital Documents User Agreement**

We need your consent to begin sending your account statements, loan bills, disclosures, and communications to you electronically. Once you provide this consent, we will begin to send your account statements, loan bills, disclosures, and communications electronically. We will no longer produce and mail a paper statement, including images of your cancelled checks, or loan bill. Therefore, please review the Agreement below prior to giving your consent and then click "AGREE" at the bottom of the Agreement if you would like to begin receiving your account statements, loan bills, disclosures, and communications electronically via the Statements and Loan Bills Service.

### **System Requirements:**

The following lists the hardware and software requirements necessary for access to and retention of the information being provided to you in electronic form. By consenting to receive the Statements and/or Loan Bills electronically, you will also be verifying you meet the necessary hardware and software requirements to view the Statements and/or Loan Bills.

### **Hardware requirements:**

- PC or Apple Mac computer
- For PC computers: Intel Pentium 4 processor, AMD 64 or greater
- For Apple Mac computers: 1.86GHz Intel Core 2 Duo or greater
- At least 256 MB RAM
- At least 5 MB available disk space on operating system partition
- At least 20 MB available disk space on any local drive
- 100 Mbps NIC (Network Interface Card) or greater
- Locally attached printer (Windows or Apple Mac driver)

### **Software requirements:**

- Operating system:
  - For PC computers: Windows OS (Windows Vista/Windows 2000/Windows 7 or higher)
  - For Apple Mac computers: Mac OS (Mac OS/Mac OS X 10.4 or higher)
- Internet/Web browser recommendations: While we always recommend upgrading to the latest version of each browser to ensure features are functioning properly and update security, we support the two most recent versions of the following browsers:
  - Microsoft Edge
  - Google Chrome
  - Safari
  - Firefox
- Internet browser Security Settings must not exceed "Medium"
- Internet browser "cookies" must be enabled.
- Any browser display issues should be addressed by using the "Compatibility Mode" option in the browsers above that offer the setting.

**Definitions:**

For the purposes of this Digital Documents User Agreement, "Agreement" shall refer to this Digital Documents User Agreement. "You", "your" and "user" refer to the accountholder/borrower or any other individual authorized to receive electronic delivery of periodic account statements, loan bills, disclosures, and communications under this Agreement. "We", "us", "our", and "Bank" refers to BankNewport. "Online" refers to the BankNewport Digital Banking Service. "Statements and/or Loan Bills" or "Service" refers to BankNewport's electronic account statements, loan bills, disclosures, and communications. "Account" or "Accounts" refers to your deposit accounts or loans serviced at BankNewport.

**Agreement:**

This Digital Documents Agreement is a contract that establishes the terms covering the electronic delivery of your periodic account statements, loan bills, disclosures, and communications ("Statements and/or Loan Bills") related to your accounts at BankNewport through Statements and/or Loan Bills. By using Statements and/or Loan Bills, you agree to all of the terms and conditions of this Agreement. You acknowledge your receipt of this Agreement and your prior receipt and agreement with the applicable Digital Banking Access Agreement, and your understanding of the terms and conditions of both Agreements. Please read this Agreement carefully. A copy of this agreement can also be found under Privacy/Regulatory located at the bottom of our website.

The terms and conditions of BankNewport's Deposit Account Agreements and Disclosures, Electronic Funds Transfer Agreement and Disclosures, Mobile Banking Services Addendum, Digital Banking Access Agreement, as well as your other agreements with BankNewport, such as loan notes, contracts, mortgages and/or disclosures, continue to apply notwithstanding anything to the contrary in this Agreement.

**Consent to Electronic Delivery of Account Statements, Loan Bills, Disclosures and Communications:**

When you sign up for BankNewport's Digital Documents and Loan Bills Service through Digital Banking, you will be required to select the accounts that you wish to receive your periodic account statements or loan bills electronically. The Statements and Loan Bills Service will contain the same content as the paper version. The choice, (paper or Statements and/or Loan Bills) that is recorded on our system on the day the statement or bill is generated will be the only statement or billing method used to deliver that month's statement(s) or bill(s).

In addition, when you sign up for the Statements and electronic Loan Bills Service through Digital Banking, you further agree that other disclosures and communications related to any of your deposit accounts or loans with BankNewport, and for which you receive electronic account statements and/or loan bills, may also be sent to you electronically via this Service.

**Email Notification of Document Availability:**

We will send an email to the email address that you have on file within Digital Banking to advise you when your Statement(s) and/or Loan Bill(s) is available for viewing. It is your responsibility to ensure that your current email address is within Digital Banking. Once you have updated your email address in Digital Banking, you will need to view your statement(s) to communicate the email change for your Statements and/or Loan Bills notifications.

**Deposit Account Statements:**

Your account statements will become available through the Statements and electronic Loan Bills service shortly after the end of your statement cycle period. In the case of checking or money market accounts, the account statement may be available to you even before all of the images of your cancelled checks have been processed. However, Statements are updated multiple times each day and as soon as your check images are processed, they will be made available to you through the Service. Your account statements will become available through this Service incrementally each month after you enroll in the Service. Statements will be available for sixteen (16)

months and thereafter the oldest statement will be deleted when the most recent statement becomes available through the Service. If you wish to retain your statements for a longer period of time, you should download them or print them during the sixteen (16) months that they are available through the Service.

BankNewport retains the last 7 years of your account statements and checks. If you request a paper copy of either your account statement or any check referenced in that statement from us, we will provide a legible copy of your statement and checks within a reasonable period of time. Applicable service charges may be assessed in accordance with the BankNewport Schedule of Fees.

To request a paper copy of either your account statement or any checks please contact our Direct Banking Center at 401.845.2265 or 877.709.2265, outside the Newport County area, Monday-Friday from 8:00 am - 6:00 pm and Saturday from 9:00 am -1:00 pm.

**Loan Bills:**

You will receive an email when your loan bill is available. Your loan bill will become available through this Service incrementally each month after you enroll. Loan bills will be available for sixteen (16) months and thereafter the oldest bill will be deleted when the most recent bill becomes available through the Service. If you wish to retain your bills for a longer period of time, you should download them or print them during the sixteen (16) months that they are available through the Service. If you request a paper copy of your loan bill from us, we will provide a copy of your bill within a reasonable period of time. Applicable fees may apply.

To request a paper copy of your loan bill, please contact our Servicing Center at 401.845.8789 or 800.234.8586, outside the Newport County area, Monday-Friday 8:00 am-4:30 pm.

**Your Right to Terminate:**

You may withdraw your consent to receive Statements and/or Loan Bills electronically. By doing so, there may be consequences for certain deposit accounts such as the incursion of fees for receiving paper statements, increased monthly maintenance fees, reduction of ATM fee waivers or reduction of refunds of nationwide ATM surcharge amounts and/or reduction in annual percentage yield rates. To withdraw your consent to receive Statements and/or Loan Bills electronically, you will be asked to update your Enrollment Preference at the bottom of the Digital Documents page, under Digital Document Delivery Preferences. You may also send us a secure message within Digital Banking, letting us know that you would like to terminate the Service or call our Contact Center at 401.845.8616 or 877.709.2265, outside the Newport County area, Monday-Friday 8:00 am-4:30 pm and Saturday 9:00 am-12:00 pm EST.

**Our Right to Terminate:**

You agree that we provide Statements and/or Loan Bills electronically at our sole discretion and we can rescind your use of this Service at any time and for any reason. However, if we do, we will produce and mail a paper copy of your account statement, loan bill, disclosure, or other communication to you.