



Digital Banking Agreement – Personal & Business

Effective Date: February 28, 2023

Overview, Scope

This Agreement is between each owner of an eligible account (an "Account"), a person applying for an eligible account, or authorized representative appointed or entitled to online access on another person's behalf ("you" or "your") and Liberty Bank. This Agreement governs your use of any digital or mobile banking services maintained by Liberty Bank and accessible through liberty-bank.com using a personal computer or a mobile device, including a smartphone, tablet, or any other eligible handheld or wearable communication device. The entire applicable deposit account agreement (Personal Deposit Account Agreement or Business Deposit Account Agreement), or loan agreement, shall apply to each Account.

Under the terms of this Agreement, you may use the Services to obtain financial products and services, access and view Account information, and, for certain accounts, move money electronically and perform authorized transactions, for eligible U.S.-based Liberty Bank consumer and business accounts. You understand that by using Digital Banking, information about your Account will be transmitted over the Internet. You agree that our transmission of information in this manner does not constitute a breach of any duty we have to keep information about your Accounts confidential. You agree that we will not be liable if an unauthorized third party obtains information about your Accounts despite reasonable precautions we have taken to maintain the confidentiality of such information.

When you first set up your Username, we will link all of your eligible Accounts, including joint Accounts. If you open an additional eligible account at a later date, we will link your new account to the Digital Banking, unless you tell us not to do so. Unless indicated otherwise by the context, "linked Liberty Bank accounts" or "linked accounts" refers to all of your accounts with Liberty Bank and its affiliates that are linked to your Digital Banking profile. With respect to Digital Banking linked to one or more joint accounts, we may act on the verbal, written or electronic instructions of any authorized signer.

Please note that some of the Services may not be available when using certain digital devices or applications. For example, some functions may be available online through a personal computer but not available through our mobile app. Similarly some functions require a camera such as Mobile deposit capture, so they are available on a mobile device but are not available or are impractical through a personal computer.

Please read these terms carefully. By accepting this Digital Banking Agreement and proceeding with the enrollment in Digital Banking, you acknowledge that you have read and understand this agreement, and you agree to be bound by its terms and conditions. If you do not accept these terms, do not indicate "I Agree" to this agreement and cancel this process (by closing the applicable browser window). By subscribing to or using, Digital Banking, you agree to the terms and conditions in this Agreement and (after their effective date) any changes in such terms and conditions, as they apply to the use of Digital Banking. If you do not agree with the terms and conditions, you may not use Digital Banking.

In this Agreement, "you" or "your" refers to the person(s) subscribing to or using Digital Banking; "we", "us" or "our" refers to Liberty Bank and any agent, independent contractor, designee, or assignee Liberty Bank may, in its sole discretion, involve in the provision of Digital Banking. If you are using Digital Banking on behalf of (and/or in connection with an account owned by or a loan to) a business, association or other entity, "you" or "your" will also refer to such business, association or other entity, unless context clearly dictates otherwise. Nevertheless, your acts as a user shall be deemed acts of the business, association or other entity you represent while using Digital Banking in connection with an account owned by or a loan to a business, association or other entity. You agree that you are authorized to consent to these terms on behalf of such business, association or other entity, and Liberty Bank can rely on this.

When used in the Agreement, the term "business" includes sole proprietors, non-consumer business entities, and individual owners of the business, unless the context indicates otherwise. If you are a business customer, additional or different terms and conditions applicable to the Services may apply, as well as additional Services available exclusively to business customers.

Identity Verification

Liberty Bank makes every effort to ensure the security of transactions and information. We may utilize information or security measures we already have on file (such as a onetime passcode sent to your mobile phone number on file via SMS) to identify and enroll you.

Digital Records, Computer Requirements

By enrolling in and using Digital Banking, you consent to the electronic transmission of all information and records, including your periodic statements, tax forms, and other financial information that may otherwise have been given in writing such as change in terms, privacy notices and tax forms. When you consent by indicating "I Agree" to this disclosure, we will keep a record of your consent including its date. You may revoke your consent by notifying us as set forth in the Termination section of this agreement. If you revoke your consent, your right to use Digital Banking will be terminated. Your consent to electronic transmission of your information will endure for as long as you are enrolled in Digital Banking. If you change your email address, you must update your online profile within Digital Banking, in person at a [branch](#), or by telephoning us at 1-888-570-0773.

The computer requirements to use Digital Banking are as follows: your personal computer, laptop, portable computer, mobile handset, Internet Service Provider web browser, any software, any telecommunications, and any related equipment referred to collectively as

your "computer". You are responsible for the installation, maintenance, operation and costs of your computer. By enrolling in Digital Banking, you represent that your computer has the capability to receive electronic messages at the email address provided by you, that you can access and retrieve messages, records and information in electronic form, and that you can either print or store those messages, records and information. You agree to inform us if your email address changes and provide us with your new email address. We take commercially reasonable steps to prevent the introduction of harmful code, however, we are not responsible for any computer virus, worm, trojan horse, ransomware, bot, tracker, logger or other similar harmful component that may enter your computer in connection with the use of Digital Banking or otherwise.

Please refer to [Technical Requirements](#) for information regarding technical requirements for retrieving and storing messages, records and information, as well as browser compatibility with Digital Banking.

Updates, Right to Refuse Access.

From time to time, we may condition your continued use of Digital Banking on upgrading or installing more current versions of software on your computer. You failing to perform such upgrades may result in your inability to access the Digital Banking, your experience may also be severely impaired. In order to ensure proper operation of Digital Banking, you must also have an Internet Service Provider (ISP) and a web browser that supports the level of encryption that we use. We may change these encryption requirements from time to time. If you cannot or do not want to upgrade, we may block you from accessing Digital Banking. We reserve the right to perform maintenance on our equipment or system on a regular basis which may result in interrupted service or errors in the use of Digital Banking. It may be necessary for us to change the scope of Digital Banking from time to time. Furthermore, we reserve the right to block access to Digital Banking to maintain or restore security to our website and systems if we reasonably believe that your Username and password have been or may be obtained, or are being used or may be used by an unauthorized person(s). We will attempt to provide prior notice of such interruptions, changes or denials of access, but cannot guarantee that such notice will be provided. Digital Banking uses our proprietary software or the proprietary software of our licensors. If we have provided you with software to use with Digital Banking, you are being granted a non-exclusive, non-transferable license to use this software and only for your personal or internal business use, as provided in this Agreement. You may not disassemble, de-compile, copy, modify, reverse engineer, sell, rent, sublicense, time-share or distribute any of the Digital Banking's software or information or allow anyone else to do so. Digital Banking provides you access to services and information from Liberty Bank or its affiliates, which may be presented with a distinctive "look and feel." These services, information and "look and feel" are proprietary property of Liberty Bank or its licensors.

Digital Delivery of Banking Notices and Statements

After this Agreement becomes effective, we will provide you with eStatements, available within Digital Banking. You will need to affirmatively opt out of paper copies by enrolling in Digital Delivery of eStatements; you will continue to be sent paper copies of the statements and our standard paper statement fee will apply (please see Schedule of Fees and Charges). Once you have done so, you will get an email notification of the availability of the statement. We reserve the right to send any or all of these communications by traditional paper methods, with or without notice, for any reason, including technological problems, address verification, security concerns, to comply with state or federal law, or any other reason.

We reserve the right to communicate with you about your account(s) via email. Once enrollment is completed, you will receive emails notifying you when your statement is ready as well as notices. **We will never ask for your PIN or account information in any email** or expose any sensitive information in any email communications, such as: full account numbers, passwords and social security numbers.

You also agree that the information or other communication delivered to us electronically is in writing and we may treat it, as appropriate, as containing your signature.

Banking Notices. By acknowledging this disclosure your banking notices preference will be set to electronic delivery. In order to withdraw your consent to digital delivery of periodic privacy notices, and changes to terms and conditions, and other banking notices you must withdraw from Digital Banking.

Digital Delivery of Tax Forms. Tax forms are available online for personal deposit and loan accounts in addition to the paper tax notices that we mail to you. You can view, print or download a PDF of your tax forms using Adobe Reader. If you do not have Adobe Reader, you can download it from the website.

Withdrawing your consent for Periodic Paper Statement Delivery. To avoid a paper statement fee, you will need to instruct us to suppress periodic paper statements online. You have the right to resume periodic paper statements being sent to you at any time within Digital Banking, in person at a [branch](#), by telephoning us at 1-888-570-0773 or mailing a request to: Liberty Bank Digital Banking, 245 Long Hill Rd., Middletown, CT 06457. The paper statement fee will apply. Please allow a complete statement period for any method of statement delivery change to take effect. If you request an additional paper copy of your periodic statement, a fee may be charged to your account. For information about Consumer account paper periodic statement fees please visit: [Schedule of Fees and Charges for Consumer Accounts](#). For information about Business account paper statement fees please visit: [Schedule of Fees and Charges for Business Accounts](#).

By selecting the corresponding record type in your Delivery Preferences, you consent to digital delivery of such record to your Digital Banking profile and a notification that the applicable record is available to an email address that you provided. You also acknowledge that you have the necessary software and are able to view and retain the records. You are responsible for ensuring that the email address provided in your Digital Banking profile is a current address that is periodically accessed. You are responsible for notifying us of any email address changes. You can change the email address at any time by accessing the Contact page within Digital Banking. If a notification email is returned as undeliverable, we may send you notice by other methods, such as a messages accessible on Digital Banking.

The provisions in this Agreement are part of (and in supplement to) the Personal Deposit Account Agreement and the Business Deposit Account Agreement as applicable (the "Account Agreement") and are subject to all the provisions in the Account Agreement. Your consent to the Digital Delivery service does not affect any of the terms and conditions otherwise applicable to an account as separately disclosed to you, either in this Agreement, the Account Agreement, applications and enrollment forms, the applicable personal or business fee schedules, credit or deposit agreements, our Privacy Policy or other written disclosures.

Your Privacy Notice

Please see our [Privacy Notice](#) for details regarding the manner in which we collect and use information about you and maintain the confidentiality of your personally identifiable information. Your access or use of Digital Banking constitutes your agreement to the terms and conditions of our Privacy Notice, and our use of information gathered about you in accordance with that policy. Our Privacy Notice may be revised from time to time. We may notify you of the changes by mail, email, or by posting a modified Privacy Notice that you can view through Digital Banking. Your continued use of Digital Banking following such notification or posting will constitute your acceptance of the revised Privacy Notice. Accordingly, please check regularly for revisions to our Privacy Notice.

Cookies

When you visit our website, we place "cookies" on your computer. These are files that enable our web site to recognize return visitors. We do not store any of your personal information in our cookies.

Login

We utilize Enhanced Login Security (ELS) to provide additional technical security that is designed to prevent unauthorized access to accounts. ELS strengthens the safeguards in place at login by adding steps to verify your identity. Part of this identification process includes recognizing the computer you normally use to access Digital Banking. Computer verification coupled with your unique login information, is incorporated into your online identity profile. When logging in from a computer we do not recognize, you will be required to receive a one-time passcode to a phone number via a voice, SMS/Text or email on file, associated with your Digital Banking Profile.

Navigation

When you use Digital Banking, your browsing sessions and transactions will be recorded. We will collect information about your visits to personalize your browsing experience, including your preferences, pages visited, and technical and navigational information regarding your computer and operating systems; such as your Internet Protocol (IP) address, domain name, system configuration and settings. This information is used by us for our business purposes, which may include offering relevant products or services, research, analyzing market trends, improving the design and functionality of Digital Banking, aiding in dispute resolution and fraud investigation, and other purposes consistent with applicable laws. We will not share this information with third parties, except as permitted by our Privacy Notice and applicable law. If you do not consent to our collection of this information, you may not use Digital Banking.

Electronic Messaging

Digital Banking provides you with the ability to send and receive electronic messages (email and live chat) to and from us. In general, electronic messages, outside of those you create using Digital Banking, may not be secure. We therefore request that you do not send us or request any sensitive information from us (such as Account Numbers, Usernames, passwords, financial information, etc.) via any general or public email system. Please remember that we may not immediately receive an electronic message sent by you. No action will be made on any electronic message you send us until we actually receive your message and have a reasonable opportunity to act on it. You cannot use an electronic message to originate a bill payment, account inquiry or funds transfer. You cannot send an electronic message to any other person who also uses Digital Banking.

Security

Digital Banking is designed to safeguard your Digital Banking profile from unauthorized access. We use multiple levels of protection: A User Identification system (Username and password), a process to ensure we are connected to your computer, and encryption of your information. Additional protection is provided by "firewalls" at our Web server location, and by policies that restrict access to your account information to only those who need to support you as a customer.

Identity Protection. No one can access your account information without supplying the correct User Identification information, so you should be sure to select a Username and password that cannot be easily guessed or figured out by others. To help safeguard your password, you should keep it confidential. You agree not to give your password, or make it available, to any other person. You should not use the same password for Digital Banking that you use for any other website. You should change your password periodically. We are entitled to act on transaction instructions received using your User Identification, and you agree that the use of your User Identification will have the same legal effect as your signature authorizing the transaction.

Encryption. Encryption is a method of scrambling your information, including your Username and password, so that it cannot be read by others who do not have authorization to unscramble that information. The information you enter is encrypted by your browser, and is only decrypted (unscrambled) when it reaches our Web server.

What You Can Do To Protect Your Accounts and Information. You agree to adopt and implement all reasonable security measures to protect your accounts and information including, but not limited to, observing the following guidelines:

- Do not share your password with anyone.
- Do not use shared electronic devices, email addresses and telephone numbers for multifactor authentication.
- Do not store your password in a conspicuous place.

- Do not seek to circumvent, disable or defeat any security mechanism or process.
- Log off of Digital Banking when you are finished using it.
- Do not walk away from your Computer while logged on to Digital Banking.
- Use anti-virus software to keep your devices free of viruses.
- Review and reconcile your Account activity on a regular, timely basis.
- Clear your browser's cache on a regular basis in order to remove copies of Web pages that may be stored temporarily on your system. (See your browser "Help" area for information on how to clear your cache.)
- Use the latest version of your browser and operating system.
- Make sure you access the site directly at www.Liberty-Bank.com instead of clicking on links in email that may be disguised as Liberty.

Multi-Factor Authentication. You need to establish multiple ways that we can authenticate your user session (i.e. email and mobile number). We reserve the right (but we are not obligated) to require multiple authentication factors in order to initiate a session or transaction when we determine there may be an elevated risk, such as but not limited to a high risk transaction, login from an unrecognized device or location.

Biometric Authentication. (e.g., finger print or facial recognition) The Digital Banking mobile application accommodates login using native biometric features of your mobile device. If your device is configured to recognize multiple biometric sets of information, your mobile application will accept those sets of information for login information. This means that anyone with biometric access to your device will have access to your Digital Banking services, if you enable Digital Banking to use biometric login. Anyone with such access will have the ability to login and transact on your behalf, Liberty Bank is not responsible for any such activity because it is activity you have authorized.

Warranties Disclaimer

Digital Banking is provided "as is" "as available". To the maximum extent permitted by law, we expressly disclaim and you hereby waive all warranties of any kind, either express or implied without limitation, implied warranties or merchantability, fitness for a particular purpose or non-infringement of third party rights. Digital Banking is not error free, and is not continuously available. From time to time, we may provide links to or from other Internet Websites. If you are leaving our site, we will generally inform you. You should read the other site's terms of use, Privacy Notice and other agreements.

Damages

In no event shall we or our officers, directors, employees or agents be liable to you for any loss including, without limitation loss of data, injury or damages, whether direct, indirect, special, incidental, exemplary or consequential, including lost profits arising out of or related to this Agreement or the subject matter herein even if we have been advised of the possibility of such loss, injury or damages. Some jurisdictions do not allow the exclusion or limitation of implied warranties or liability for incidental or consequential damages, so the above exclusions or limitations may not apply to you.

Termination

You may terminate your use of Digital Banking at any time by calling Liberty Bank at [1-888-570-0773](tel:1-888-570-0773) or by sending an electronic message using the Digital Banking secure messaging system. You may also write to Digital Banking, 245 Long Hill Rd., Middletown CT. We may terminate or disable your use of Digital Banking in whole or in part, for any or no reason, at any time without prior notice. If for any reason other person(s) are authorized to withdraw funds from your Account or electronically access your Account, we cannot stop that person from using Digital Banking to access such Account. If we terminate your use of Digital Banking, we reserve the right to make no further transfers, payments or transactions from your Account, including any transfers and transactions you have previously authorized. If you do not log on to Digital Banking for an extended period of time, your service may be considered inactive. We recommend that you login regularly; you should terminate your Digital Banking access if you are no longer using it. We reserve the right (but are not obligated) to terminate your access to Digital Banking without notification to you if it has been inactive for 180 consecutive days.

Digital Banking

As used in this Agreement, "Digital Banking" refers to the online banking activities such as applying for a loan, opening an account, checking account balances, transferring money between accounts, Digital Bill Payment services and any additional services we may provide in the future. "Account" means any consumer or business deposit account or loan that is included in your Digital Banking profile. "Default Digital Bill Pay Account" means the checking account at Liberty Bank from which you have requested we make payments on your behalf pursuant to this Agreement.

Balance Inquiries

You may use Digital Banking to check the balance of your Account(s), Loan(s) and to transfer money among your eligible accounts. The balance shown online may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, purchases or charges that you have made but are not reflected in your current balance.

Transfers

Failed Transfers: Transfers that have failed for any reason, including but not limited to system failures and insufficient balances will not be reprocessed. It is your responsibility to reschedule the failed transfer. For Recurring transfers, the next transfer in the series will attempt to process as normal.

Effect of Transfer: If the funds transfer is from an account that is an open end credit type loan account that allows such transfers, your account agreement may state that advances under the agreement are to be made by check or similar item. By using Digital Banking to transfer money from such an account, you agree that the transfer is the equivalent of writing such an item and your intent to sign the item. Otherwise, the terms of the account agreement govern, including error resolution.

Internal Transfers: Transfers may be immediate, scheduled or recurring. Transfers between Liberty Bank and External Bank accounts are processed on a separate schedule. Please see External Transfer section below.

- Immediate: Same day transfers initiated between Liberty Bank accounts will be processed immediately.
- Scheduled: Future dated transfers initiated between Liberty Bank accounts will be processed the morning the transfer is scheduled for.
- Recurring: Recurring transfers initiated between Liberty Bank accounts will be processed the same day unless scheduled after the last cutoff time of 4:00 p.m. After 4:00 p.m., the transfer will be processed the next day.

Transfers between accounts owned by you: The funds will post to your accounts at the time the transfer is processed. We reserve the right to limit the frequency and dollar amount of transactions from your accounts for security or regulatory reasons.

Transfers to an account owned by another Person with an account at Liberty Bank: The Person you are sending funds to will receive an email notification indicating that you have added their account to transfer funds to.

External Transfers: It is your responsibility to ensure that only external accounts are added to your digital banking profile that you own, are an authorized signer, or are otherwise authorized to transact on. For transfers to external accounts, the funds will be withdrawn from your Liberty Bank account on the transfer date. The credit to your external account will be delivered the next business day. Debits from an external account and credits to your Liberty Bank account are processed on the same day.

Insufficient Funds: Transfers occurring only on Liberty Bank's systems (accounts owned by you or third parties at Liberty Bank) that would otherwise create an overdraft will be rejected.

Consent to Share Personal Information

You consent to Liberty Bank sharing your personal information, which may include account information. Personal information may be shared for any reason related to these terms and conditions or as a customer of Liberty Bank, including, but not limited to:

- i. Verifying the existence of your account and/or user identity;
- ii. Compliance with a government agency or court order;
- iii. Compliance with inquiries in connection to fraud or an investigation;
- iv. As necessary to resolve problems relating to transfers; or
- v. As otherwise permitted by the terms of Liberty Bank's privacy policies and notices.

Digital Payments

Bill Payments. You may make payments through Digital Banking to any business, Payee, or professional that generates a bill or invoice for products or services provided to you or on your behalf and that has an address we can verify ("Business Payee"). You also may make payments through Digital Banking to individuals, family, or friends. "Default Funding Account" means the checking account at Liberty Bank from which you have requested we make payments on your behalf pursuant to this Agreement.

Payments may only be made to Billers with a U.S. payment address. Making any payment for alimony, child support, or court-directed payments through Digital Banking is not advised. Liberty Bank is not responsible if payments are not received, are not received in a timely manner or not received with sufficient information to allow processing. You may not purchase securities through Digital Bill Pay Service.

If you are a consumer, you represent and warrant to us that you will use your Account and Liberty's Digital Bill Pay Service solely for personal, family or household purposes and not for any business or commercial purpose. If you are a business, you represent and warrant to us that you will use your Account and Liberty's Digital Bill Pay Service solely for business or commercial purposes and not for any personal, family or household purpose. We reserve the right to limit the dollar amount of Digital Bill Pay transactions.

Your Personal Biller List. You must provide sufficient information about each Biller ("Biller Details") to properly direct a payment to that Biller and permit the Biller to identify the correct account ("Payment Account") to credit with your payment. This information may include, among other things, the name and address of the Biller and your Payment Account Number. You will enter your Biller Information directly through your device.

Setting Up Payments. You can enter payment information through Digital Banking 24 hours a day, 7 days a week. However, payments will be set up for delivery only on Business Days. Our Business Days are every day, except Saturdays, Sundays and holidays.

You will set up a payment to be delivered on a specific date, referred to as "Delivery Date". You may set up a payment to be delivered on any future Business Day. You may also set up payments to be automatically delivered for a fixed amount on a weekly, every two weeks, monthly, bi-monthly, quarterly, semi-annual or annual basis ("Recurring Payment"). If a delivery date is a day that does not exist for the specified recurring period, then the Delivery Date will be adjusted to the Business Day immediately before the specified period. If the scheduled payment falls on a non-Business Day, your payment will be delivered on the previous Business Day closest to the scheduled payment date.

For electronic payments, the funds are debited from your Account on the send date you selected, after the cutoff time of 5:00 PM. Your payment will generally post to your Account with the Biller on the next Business Day (time of posting is dependent on the Biller).

Payments sent by Check are transmitted by the US Postal Service and we are not responsible for the delivery time. Based on our estimate of average US Postal Service mailing times, it may take as long as 5-7 calendar days to reach the Biller. Payments will be deducted from your Account once the Biller deposits the check. For check payments, if the US Postal Service returns a check payment to us (for an invalid address, for example), the check status in the Digital Banking system will indicate it was returned. We will destroy all checks returned. We will make no attempts to reprocess this payment. You will be responsible for resolving the delivery and processing of your payment.

It is your responsibility to set up a Delivery Date for your bill payments that allows sufficient time for your Biller to receive and process your payment before the actual payment due date, excluding any applicable grace periods. If you do not, you will be fully responsible for all late fees, finance charges or any other action taken by the Biller.

If there are insufficient funds in your Account at the time we attempt to debit your Account in order to process a payment to a Biller, the procedures set forth in your Account Agreement will apply.

Payment Alerts. We may create a method by which you can set up a payment alert for each of your payments. You will receive both an external email to the email address you have previously provided us and an internal (Digital Banking message) email regarding your payment. You may schedule an alert to be sent prior to the Delivery Date set up for the payment. You may also have an alert sent when your payment is delivered. As noted above in the Setting Up Payments section, the Delivery Date is based on average mailing times when payment is by check.

No Signature Required. When any payment or other online transaction generates an item to be charged to your Account, you agree that we may debit your designated Account or the Account on which the item is drawn without requiring your signature on the item and without prior notice to you. We may print a notation on the item that states the issuance of the item was authorized by you.

Deleting or Modifying Payments. You may delete or edit any payment that has been set up but has not yet been processed through Digital Banking.

Pay a Person Terms and Conditions

These terms and conditions constitute a contract between you, the depositor, and Liberty Bank or its designated third-party service provider, in connection with Pay a Person Payments (the "Service") offered through Liberty Bank's Digital Banking Platform. These terms and conditions apply to your use of the Service and any portion of the Digital Banking Platform through which the Service is offered.

Description of Services

Liberty Bank has partnered with a payments provider to provide a secure and convenient way to initiate a transfer between you and others throughout the United States. The Service enables you to initiate a transfer from one of your eligible accounts to a recipient account at any U.S. Financial Institution. Although the ACH Network is often used to execute Pay a Person Payments, other Payment Networks may be used to facilitate the execution and transmission of payment.

The intended use of this Service is to send money to friends, family and others you trust. You should not use this Service to transact with those you are unfamiliar with or do not trust.

Eligibility and User Profile

The Service provided by Liberty Bank is only available to residents of the United States who are eligible to form legally binding contracts under applicable law or a joint owner with a person who is eligible to form legally binding contracts under applicable law. To be eligible you must, (i) be a U.S. resident; (ii) be at least 13 years of age; (iii) have at least one active account in good standing with Liberty Bank; (iv) have the authority to authorize debits from the enrolled account; (v) have previously enrolled in the Digital Banking Platform; and (vi) use a verified email address in connection with the Service. By using the Service you represent that you meet all of the aforementioned requirements and you agree to be bound by these terms and conditions.

The Service is intended only for personal use, not business or commercial purposes. By using the Service, you agree that you will not use the Service for prohibited purposes. Liberty Bank reserves the right to terminate access to the Service if there is a belief that you are enrolling with a business account or to send business or commercial payments.

Enrolling for the Service

You must provide an email address that is currently used and intended to be used regularly, as well as a permanent United States mobile phone number, intended to be used for an extended period of time. You may not enroll using a business or non-personal email address, business or landline phone number, Google Voice number, or any other temporary means of communication.

Once enrolled, you may authorize a debit from your account in order to send money, subject to particular conditions detailed in these terms and conditions.

If you do not wish to remain enrolled, you will be unable to send money until enrollment is reinstated.

Privacy and Information Security Procedures

Specific policy information may be found in Liberty Bank's [Privacy Policy](#).

You agree to comply with all security requirements regarding Pay a Person transfers and Digital Banking Services generally, and take full and final responsibility for any and all errors relating to or concerning Pay a Person Payments.

You are strictly responsible for maintaining and safeguarding your account against unauthorized access. You warrant that no individual, unless specifically authorized to act on your behalf, may initiate a Pay a Person Payment on your behalf and you agree to take all reasonable steps to maintain the confidentiality of the security procedures and all passwords, codes, and other unique features related to your account. If there is reason to believe any information has been known or accessed by unauthorized persons, you agree to immediately notify Liberty Bank. The occurrence of unauthorized access should not affect any Pay a Person Payments made in good faith prior to receipt of notification. Liberty Bank reserves the right to suspend or cancel any payment that is made during the period immediately following notification.

Compliance with Information Security Procedures

If a request for a Pay a Person Payment (or a request for cancellation or amendment of a Pay a Person Payment) purports to have been transmitted or authorized by you, it will be conclusively deemed effective and payment shall be initiated on your behalf. Under these circumstances, except as limited by applicable law, you are obligated to pay Liberty Bank the amount of such Pay a Person Payment, even if the payment was not authorized by you, provided that Liberty Bank accepted the payment in good faith and acted in compliance with the security procedures detailed with these terms and conditions.

Liberty Bank shall conclusively be deemed to have complied with security procedures if the password entered in connection with the initiation of a payment matches the password associated with your account.

Payment Authorization and Remittance

By providing Liberty Bank with the names, phone numbers and/or email addresses of Recipients for direct payments, you authorize Liberty Bank to follow the instructions received through the Service. When Pay a Person Payment instructions are received, you authorize the bank to debit your specified account and remit funds on your behalf. You also authorize the bank to credit your specified account for payments returned due to their inability to be completed.

Liberty Bank will use all reasonable efforts to complete your Pay a Person transfer. However, Liberty Bank shall not be liable if the transfer is unable to be completed, including without limitation, if any of the following circumstances occur:

- i. The specified account does not contain sufficient funds to complete the transfer or the transfer would cause the credit limit of the specified account to be exceeded.
- ii. Prior to executing the transfer, you have been notified that the system is not working properly and attempt payment regardless.
- iii. You have not provided the correct phone number or email address of the Recipient.
- iv. The payment is refused by the Recipient or the Recipient's Financial Institution.
- v. Extraordinary circumstances including, but not limited to, flood, fire, network failure, outside interference or any other occurrence that substantially interferes with Liberty Bank's ability to execute the transfer.

It is the responsibility of the Sender and Recipient to ensure the accuracy of any information entered into the Service (including but not limited to name, mobile phone number and/or email address for the Recipient to whom you are attempting to send the Pay a Person Payment) and for informing Liberty Bank as soon as possible if they become aware that this information is inaccurate. Liberty Bank will make reasonable efforts to stop or recover a payment made to the wrong person once informed, but does not guarantee such stoppage or recovery. Liberty Bank bears no responsibility or liability for damages resultant from incorrect information entered by the Sender or Recipient.

Consent to Email and Automated Text Messages

By participating, you represent that you are the owner of the email address or mobile phone number enrolled or that you have the legal authority to act on behalf of the owner of such email address or mobile phone number. As such, you consent to the receipt of correspondence from Liberty Bank, and/or its third-party service provider.

Under a variety of circumstances, if requested, automated alerts will be sent by text or email. The frequency of alerts will vary depending on the number and type of alerts requested. Liberty Bank is not liable for any delays, misdirection or failure of delivery, errors in the contents of an alert or for any actions taken or not taken by you or a third-party in reliance of an alert.

You further acknowledge that you are responsible for any fees or charges your wireless carrier may apply relating to text or other messaging services. Please check your mobile service agreement for details or applicable fees as **message and data rates may apply**. You agree to immediately notify Liberty Bank if the email address or mobile phone number you have enrolled is either changed or no longer in service.

Money Transfers

Once a Pay a Person transfer from your account is debited, you have no ability to stop the transfer. By using this Service, you understand that you are giving your express authorization at the time of the transfer for Liberty Bank to initiate a debit entry to your account. Most transfers, once accepted by the Recipient, will occur within minutes but can take up to 5 business days depending on method of delivery chosen. However, in some instances, including our inability to verify your identity, a transfer may take longer. Additionally, Liberty Bank reserves the right to delay or block a transfer in order to prevent possible fraud or meet regulatory obligations.

Liberty Bank has no control over the actions of Recipients or other Financial Institutions which could delay or prevent your money from being delivered.

Send Limits

Limits are subject to change at any time, however, you may call or send a secure message from within the Digital Banking Platform to inquire about specific information regarding current limits.

Transfer Errors

Any transfer errors will be handled pursuant to Liberty Bank's dispute process. A transfer error may occur under any number of circumstances, including, but not limited to, attempting a prohibited payment, entering incorrect information for a Recipient (i.e. wrong phone number or email address), and other unplanned technological errors that may occur.

Prohibited Payments

The following types of payments are prohibited through the Service and Liberty Bank reserves the right to block, cancel and/or reverse such payments:

- a) Payments to persons located in prohibited territories (including any territory outside of the United States);
- b) Payments that violate any law, statute, ordinance or regulation;
- c) Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise or sell to or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction;
- d) Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not legally defined as a lottery) and sweepstakes;
- e) Payments relating to transfers that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick schemes" or multi-level marketing programs, (2) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by credit card, (3) are for the sale of items before the seller has control or possession, (4) constitute money-laundering or terrorist financing; (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or exchanges or check cashing, or (6) provide credit repair or debt settlement services;
- f) Tax payments and court ordered payments including but not limited to Alimony and Child Support.
- g) In addition to the prohibited payments mentioned above, Liberty Bank may also block and/or reverse payments involving donations or payments to any charity or non-profit organization unless appropriate due diligence and investigation of such charity or non-profit organization has been conducted and its legitimacy has been determined.

In no event shall Liberty Bank or its independent contractors or other third parties to whom we assign or delegate rights or responsibilities to be liable for any claims or damages resulting from your scheduling of prohibited payments. Liberty Bank has no obligation to research or resolve any claim resulting from a prohibited payment.

Your Liability for Unauthorized Transfers

Any liability for unauthorized transfer(s) will be resolved pursuant to the Personal Deposit Account Agreement.

Cancellation of Service & Right to Terminate Access

You may cancel the Service by written request or by sending a secure message from within the Digital Banking Platform.

Liberty Bank may terminate your access if you fail to maintain eligibility status as described above, or at our sole discretion and without prior notice unless such notice is legally required.

Amendments

From time to time, Liberty Bank may amend these terms and conditions. Such amendments shall become effective at the time they are posted unless an alternative date of effect is stated. Any use of the Service after a notice of change or after the posting of revisions will constitute your agreement to such changes and revisions. In addition, the Service or its related applications may undergo revisions or enhancements, rendering all prior versions obsolete. Under these circumstances, Liberty Bank reserves the right to terminate these terms and conditions as they relate to all prior versions of the Service, limiting access to the most recent revisions.

Mobile Banking

The use of mobile technology to access Digital Banking could present a heightened security risk due to the fact that mobile devices have less sophisticated access protections and wireless (cellular and wifi in particular) transmissions are vulnerable to interception. Liberty Bank has implemented mobile banking as an accommodation to its customers, recognizing that any web page is accessible by certain mobile devices. Liberty Bank cannot undertake to mitigate the additional risks presented by the use of mobile devices to access Digital Banking. If you access Digital Banking via a mobile device, you do so at your own risk and to the maximum extent permitted by law, Liberty Bank shall have no liability to you or to any third party arising from or related to your use of mobile banking. For the sake of these terms and conditions, mobile banking means accessing the Digital Banking services using a mobile device, whether using liberty Bank's dedicated mobile banking application (the "Mobile Banking App") or navigating to the Digital Banking website through any

browser resident on the mobile device, unless context dictates otherwise. Mobile Banking is only available when your device is connected to the internet and Digital Banking is available.

All of the terms of the Digital Banking Agreement are applicable to your use of mobile banking. Liberty Bank does not charge a fee for mobile banking, however, mobile service provider **message and data rates may apply**. Contact your mobile service provider for details on specific fees and charges. Message frequency depends on account settings.

By using Liberty Bank mobile banking, you are agreeing to the terms and conditions presented here and certifying that you are the accountholder on the Account.

Digital Banking Alerts

Digital Banking offers both mandatory security alerts and optional account alerts regarding your Digital Banking profile, accounts, and transactions. Security alerts are sent when certain changes to your Digital Banking profile occur, including, but not limited to, failed login, password and Username updates, or changes to your physical or primary email address. These security alerts are sent to your primary email address and are not optional. In addition to security alerts, you have the option to choose to receive additional alerts or communications regarding Account activity, delivered by email, push notification or text message to a mobile device. By signing up to receive any optional alerts, you consent to delivery of such messages in the format selected (such as email or text message) to the email address or mobile device number you identify. To change or cancel your optional alerts, login to Digital Banking.

Both security alerts and optional alerts are subject to the following:

If you receive a security alert that you do not expect, is inaccurate, or is related to an action you did not perform, you should contact us immediately at 1-888-570-0773. You are responsible for notifying us of any changes to your email address or mobile device number to which alerts are sent. Anyone with access to your email or mobile device may be able to access the contents of the security and optional alerts. It is your responsibility to secure the devices, protect your Username and password, and provide timely information about changes to your email address or mobile device number. We bear no liability or responsibility for any disclosures that occur because you do not take appropriate steps to prevent access to your mobile devices, Username and password or account information by unauthorized persons, and for alerts sent to the mobile number you provided.

We do not charge you for delivery of security or optional alerts, however, your wireless service provider or Internet Service Provider's **message and data rates may apply** and they may levy fees or charges for receipt of messages by your mobile device or computer. You are solely responsible for such charges. Liberty Bank Mobile Banking and alerts are available on networks that support SMS/Text Message services and/or mobile email apps.

The security and optional alerts provided to you are for convenience purposes only. Security and optional alerts may not always be sent in real time. Quiet hours for alerts can be managed by using the phone's 'Do Not Disturb' settings. Alerts may not reflect pending transactions and we do not guarantee the delivery or accuracy of the contents of any alert. Optional alerts are available through your mobile device when it is within the operating range of your wireless service provider or a computer having an active connection to the internet. The automatic and optional alerts are subject to transmission limitation or interruption. You agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content in an alert; or for actions taken or not taken by you or any third party in reliance on an alert.

Business Accounts

If you are a Customer who has both business and consumer accounts with us, you should have a different profile for each business entity where you are an owner, signer, or user (a business profile), unless those business entities are otherwise affiliated; and one profile for accounts used for personal or household purposes (a consumer profile). Digital Banking requires an Employer Identification Number for a business profile and Social Security Number for a consumer profile. Consumer and business profiles have different capabilities, designed to mitigate risk and comply with applicable law, as well as allowing you to better manage your financial affairs. The Personal Deposit Account Agreement applies to Accounts used for personal or household purposes and transactions to and from those Accounts. Business Deposit Account Agreement applies to business Accounts and transactions to and from those Accounts, regardless of the profile those Accounts are associated with. You assume all risk of failing to maintain a separate consumer profile for your Accounts used for personal and household purposes, and a business profile for each business entity where you are an owner, signer, or user, including any tax and/or accounting issues or problems.

LIBERTY MOBILE DEPOSIT TERMS AND CONDITIONS

The terms of the Agreement to which these Liberty Mobile Deposit Terms and Conditions are a part as if the same were fully set forth herein, shall apply to the Liberty Mobile Deposit service as described herein. All of the terms set forth herein are in addition to, not instead of the terms of the Agreement, unless the context requires otherwise, in which case these terms shall control with respect to the Liberty Mobile Deposit service only. Unless the context otherwise requires, other terms used in these Mobile Deposit Terms and Conditions have the definitions given to them in the Agreement.

You may deposit certain checks using Liberty Mobile Deposit to an Account from home or other remote locations using a mobile device capable of capturing electronic images of the front and back of certain eligible checks and transmitting them to us. You must be enrolled in both Digital Banking and Mobile Banking. You must be an authorized signer or an owner either individually or jointly on the Account that is eligible for this service. Your Account must be active in order to use this service.

Accounts (and the deposits) will be governed at all times by the applicable Account Agreement document.

Eligibility

LIBERTY MOBILE DEPOSIT IS PROHIBITED FROM BEING OFFERED TO MONEY SERVICE BUSINESSES, OWNERS OR LESSORS OF PRIVATELY OWNED AUTOMATED TELLER MACHINES ("ATMS"), NON-BANK FINANCIAL INSTITUTIONS OR CORRESPONDENT BANKING CUSTOMERS.

Prohibited Items

Checks must be drawn on United States financial institutions; savings bonds, Canadian checks, and foreign checks are ineligible for the Mobile Deposit service. IRS checks, insurance checks and third-party checks that are payable to any party other than you are prohibited for processing via the Mobile Deposit service. We reserve the right to prohibit you from utilizing the Mobile Deposit service for checks drawn on your Accounts at Liberty or at other institutions, or drawn on the Accounts of any of your household members.

Requirements

- **Check Images.** All check images shall be legible and accurately depict legal and courtesy amount field, payee, date, check number, drawee information, and memo line designation. In addition you must verify that the Magnetic Ink Character Recognition ("MICR") line is true and accurate in its reproduction on the check image. We have the right to adjust the amount of any deposit based on our review of the image. We shall not be liable for any damage resulting from a check or item's poor image quality, including those related to rejection of or delayed or improper crediting of such a check or item or from any inaccurate information you supply regarding the check or item.
- **Endorsement.** You must endorse each check before transmission, exactly as the check or item is made payable.
- **In addition to signing the check where required you shall mark the back of each check with the notation "For Deposit Only".** If the check was previously refused or rejected and is to be presented for deposit or payment subsequently, then the face of the check must be marked with the date the electronic image was refused or rejected.
- **Destruction of Checks.** All checks shall be retained in a secure fashion after you have deposited the image. Our standards require that the check be retained for a minimum of fifteen (15) Business Days after funds have been made available to you in the Account. You may retain checks for a longer period of time, however, retention should not exceed forty-five (45) calendar days.
- **Safeguarding of Checks.** You shall safeguard all checks prior to their destruction from unauthorized access and use, including without limitation, theft, alteration, access, re- imaging, and re-presentation.
- **No Further Use of Check.** You will not permit the check to be presented, returned or otherwise used to obtain a payment that would duplicate the payment sought by the deposit made via the Mobile Deposit service.
- **Internet Connectivity.** You are responsible for your own hardware and software including the equipment used to provide connectivity to the internet. You are responsible for troubleshooting internet connectivity issues with your Internet Service Provider ("ISP") or Mobile Service Provider and all connectivity and data charges, fees, problems, interruptions and related issues shall be your responsibility and not ours.
- **Controls.** You agree to have controls in place to ensure your compliance with your obligations to us as set forth in this Agreement, the Account Agreement and elsewhere. Without limiting the generality of the foregoing, the security of access to checks, all relevant banking information and all archives (physical and digital) shall be maintained.

Customer's Representations and Warranties

You represent and warrant that (i) all deposits made via the Mobile Deposit service shall conform in all respects to the requirements herein, the Agreement, any reasonable Liberty instructions, rules or policies as may be communicated to you from time to time, and any other applicable requirement under the law; (ii) all signatures on each check are authentic and authorized; (iii) the check has not been altered; (iv) all check images are true, authentic representations of the checks they represent and meet the quality standards set forth herein; (v) you have not and shall not submit any duplicate deposit, check, check image or deposit made via the Mobile Deposit service, or otherwise authorize, allow or suffer any third party to submit any duplicate deposit, check, check image or deposit made via the Mobile Deposit service; (vi) we shall in no event suffer any loss, damage or harm in connection with the deposit of any check made via Mobile Deposit; (vii) all information provided to us is true and accurate; (viii) all checks are authorized and valid, and not subject to defenses by the applicable maker or drawee; and (ix) you have complied with all laws, rules and regulations in connection with each Mobile Deposit, including without limitation, the Check Clearing for the 21st Century Act ("Check 21").

Transmission of Deposits

- **Notice of Acceptance.** No deposit made via Mobile Deposit shall be valid against us until receipt of such deposit by us, as evidenced by written acknowledgement of receipt by us. We reserve the right to reject any check or item image transmitted through this service, at our discretion, without liability to you. We are not responsible for any deposit made via Mobile Deposit that we do not receive, regardless of the reason. An image of a check or item shall be deemed received when you receive confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, able to be processed or complete or that funds will be credited for that check or item. In the event you do not receive confirmation of receipt by us within twenty-four (24) hours of transmitting the deposit via Mobile Deposit, you should contact us at [1-888-570-0773](tel:1-888-570-0773). Notwithstanding the foregoing, we are not responsible for any deposit made via Mobile Deposit that does not comply with the terms of this Agreement, applicable law or any other requirement of us (including without limitation, check eligibility, image quality, late or missing deposits, or deposit and file limits specified by us).

- **Email Notifications.** You will receive a "deposit received" confirmation email once you have submitted a deposit. You will receive a second email informing you if the deposit has been approved or declined. If your deposit is made after 4:30 p.m. EST you may not receive the approval or declination email until the next Business Day. A Business Day is every day, except Saturdays, Sundays and holidays.
- **Limits.** We may establish limits that apply to the amount of any individual check, the dollar amount and number of checks that may be deposited in a day, and the dollar amount of checks that may be deposited in a multi-day period.
- **Deadlines.** You understand that all deposits made via Mobile Deposit must be received by us by 4:30 p.m. EST, in order for such deposit to be credited on the Business Day it was transmitted. All deposits made via Mobile Deposit received after such deadline (or received on a day other than a Business Day) shall be credited on the Business Day following such receipt. Please refer to your Account Agreement for when funds will be made available.

Notice of Returned Deposits

- **Returned Deposits.** You specifically agree that we shall have no obligation whatsoever (including without limitation, to process, repair, return or represent) in connection with any failure of a check, check image, file or deposit to meet any specifications or requirements provided by us to you. Checks returned for stop payment, refer to maker or any other permanent rejection reason should not be redeposited.
- **Time and Manner of Returns.** You agree that you shall accept a returned deposit made via the Liberty Mobile Deposit service at any time in the event such return was caused by or resulted from your failure to comply with this Agreement. In the event of a return, you agree that such return may be made in any legally acceptable form (including without limitation, image, image replacement document, or MICR memo).
- **A Convenience.** You acknowledge and agree that the Liberty Mobile Deposit service is a convenience. We reserve the right to discontinue the Liberty Mobile Deposit service for any or no reason. We may terminate the Liberty Mobile Deposit service or the Agreement at our sole discretion, immediately for any violation of the Agreement, these Mobile Deposit Terms and Conditions or any law, rule or regulation, and for any other reason set forth in the Agreement. We also may terminate these Mobile Deposit Terms and Conditions at our sole discretion for any or no reason upon reasonable advance written notice and you agree that in all cases five (5) Business Days is reasonable. We shall have no liability to you or to any third party for interruption or discontinuation of the Liberty Mobile Deposit service. Your sole remedy will be to make your deposit in person at any of our banking offices.

Funds Availability

Funds shall be available for withdrawal as provided in the Deposit Account Agreement under the Funds Availability section, but such availability shall be subject to our discretion with respect to our risk-based monitoring of your Account. In addition, all funds are available subject to the provisions of the Deposit Account Agreement. You will see your deposit reflected in your available balance once funds become available.

Intellectual Property Rights

Your use of the Liberty Mobile Deposit service does not grant you any ownership or proprietary rights in it or to any part of Liberty Mobile Deposit service. All rights, title and interest in and to the Liberty Mobile Deposit service remain with us or our agents or licensors as applicable.

Mobile Deposit Service Warranties

YOU ACKNOWLEDGE THAT THE LIBERTY MOBILE DEPOSIT SERVICE IS PROVIDED "AS IS" AND THAT YOU USE IT AT YOUR SOLE RISK. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AS TO THE LIBERTY MOBILE DEPOSIT SERVICE, LIBERTY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Customer Representation and Warranties (Business Customers)

You make the following warranties and representations:

- **Valid Business Entity.** The business that appears in the account title is a legally organized, validly existing business entity in good standing.
- **Not Prohibited Purpose.** We reserve the right to not make the Account available to businesses engaged in certain industries, including but not limited to the following: gambling, pornography and paraphernalia, firearms and paraphernalia, illegal substances, other controlled substances (including medicinal marijuana, marijuana, cannabis, and hemp) and paraphernalia, penny auction companies, money service businesses, and bulk exchange of virtual currency (e.g., cryptocurrency). In addition, Customer may not offer or provide any banking or financial services to any third parties through the Account.
- **For Business Purposes Only.** Each of the Accounts and each transaction effected through the use of the Username or password issued under this Electronic Banking Agreement is maintained primarily for business purposes, and NOT for personal, family or household purposes.
- **Appropriate Business Resolution.** The entering into, delivery and performance of this Agreement have been validly authorized by proper sole proprietor, corporate, limited liability company or partnership, or partnership resolutions. The Account signers and persons given access to Accounts through a Username and password have been duly authorized to act on the entity's behalf and

bind the entity with respect to the Accounts and services available until actual notice of a change is received by us pursuant to the section in this Agreement which addresses responsibility for electronic transfers, and we have adequate time to act on that notice.

- **User Authorization.** All Usernames and passwords issued in connection with the Accounts and or loans are issued only to duly authorized representatives and/or signers on the applicable Account or loan. All authorization levels have been reviewed by an authorized representative and are valid and appropriate.

Businesses using Digital Banking must designate a Primary Administrator to represent and act on behalf of Customer. The Primary Administrator must be an authorized representative, and is responsible for setting up all other persons authorized to use Online Banking on behalf of your business ("sub-users"). If the Primary Administrator loses or forgets their password, they may use the self-service password reset function or contact us at 1-888-570-0773. If a sub-user loses or forgets their password, the sub-user may use the self-service password reset function or contact the Primary Administrator for assistance. The Primary Administrator and each sub-user agree to keep, and to cause their Primary Administrator and all sub-users' passwords secure and confidential. Primary Administrator and all sub-users must provide a unique email address and mobile phone numbers for the use of multifactor authentication or delivery of onetime passwords. Customer agrees that sub-users are fully authorized to act in the authority of any rights granted to them by the Company Primary Administrator. Liberty Bank will rely on the Company Primary Administrator's online authentication to establish the identity and authorities of each sub-user. A sub-user may be granted the authority to view or initiate transactions against Accounts as well as perform other Digital Banking functions. Customer indemnifies and holds Liberty Bank and each of its directors, officers, employees, agent, successors and assigns ("Indemnitees") harmless from and against all liability, loss and damage from any kind (including attorneys' fees and other costs incurred in connection therewith) incurred by or asserted against such Indemnitee in any way relating to or arising out of or by reason of any acts or omissions of Customer and/or any Primary Administrator, or sub-user in connection with the Digital Banking Service.

Safeguarding Security Codes and Security Procedures

Subject to the next sections, you are responsible for all transfers, payments and other transactions using your Username and password on Digital Banking. We will not be liable for and will not reimburse you for any losses that may occur as a result of use of your Username and password by a third party. You are responsible for keeping your password and Account data confidential.

Lost, Stolen or Unauthorized Use of Username and Password

SEE YOUR LOAN AGREEMENT FOR BILLING ERROR NOTICE FOR YOUR RIGHTS AND RESPONSIBILITIES FOR LOANS.

You must tell us at once if you believe that your password has been lost or stolen, otherwise you could lose all of the money in your Accounts plus your maximum overdraft line of credit, if applicable. If you believe your password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission:

- Call us at [1-888-570-0773](tel:1-888-570-0773)
- Send us an electronic message or chat using Contact Us within Digital Banking
- Write to us at:

Liberty Bank Digital Banking
245 Long Hill Rd.
Middletown CT 06457

Telephoning us immediately is the best and fastest way of limiting your losses.

Limitation on Losses Suffered on Consumer Accounts Only

If you tell us within two (2) Business Days after you discover that your Username or password has been taken or used without your permission, your liability will not exceed \$50.00. If you do not tell us within two (2) Business Days of the unauthorized use of your Username or password, and we can prove we could have stopped someone from using your password without your permission if you had told us, your liability can be as much as \$500.00.

Limitation of Liability Applicable to Business Accounts Only

You are fully responsible for any transaction made by use of your computer, a Username and password or procedure. You agree to immediately reimburse us for any loss, claim or damage which we sustain as a result of the use of your computer, a Username and password or procedure issued at your request. We shall have no liability for any loss, claim or damage which you sustain as a result of the use of your computer, a Username and password or procedure issued pursuant to this Agreement. This is true even if your Username and password is lost, stolen or obtained or retained by a person not authorized by you to initiate electronic transactions. This is true even if your security procedures are compromised, stolen or obtained by a person not authorized by you to initiate electronic transactions. We shall have no liability for any loss, claim or damage which you sustain as a result of the use of your computer, a Username and password or security procedure and even if the use occurs after you have asked us to deactivate your Digital Banking or security procedure, whether we have acted on that request.

Credit Score

Within the Digital Banking Platform, Liberty Bank offers customers a way to access and monitor their credit score. This service is meant to provide a convenient way to track and receive up to date credit information impacting your credit such as a new account being opened, change of address or the filing of a delinquency report. Liberty Bank does not calculate your credit score, we are simply displaying a score that has been calculated through a third-party service provider by the credit bureau indicated. When this service is in use, the information collected may be used to offer you additional products and services with Liberty Bank.

If you regularly use the Digital Banking Platform, your credit score will be updated at least every month. You may click “refresh score” as frequently as once a day to obtain a refreshed score. Accessing your credit score through our Digital Banking Platform will not impact your credit score.

If you think that some information is wrong or inaccurate, Liberty Bank encourages you to take advantage of obtaining free credit reports from www.annualcreditreport.com, then pursuing your dispute with each bureau individually. Each bureau has its own process for correcting inaccurate information. However, The Federal Trade Commission website offers step-by-step instructions on how to contact the bureaus and correct errors.

Liberty Bank is not a credit provider and we are not the creator of the Credit Score product or service, we do not calculate your score. That score is provided by SavvyMoney. SavvyMoney pulls your score from TransUnion and uses VantageScore 3.0. Liberty Bank is not responsible for any errors that occur and cannot change any information that has been provided to you directly through SavvyMoney. All disputes relating to the credit feature on the Digital Banking Platform are to be resolved between you and SavvyMoney. Liberty Bank is not responsible for any of the following service functions, including but not limited to, availability, accuracy or timeliness. Liberty Bank has the right to directly terminate your SavvyMoney account without any prior notice to you.

Autobooks

Autobooks is a service that allows business Customers to perform accounting and bookkeeping for their business. Other fees and charges apply. Some features include invoicing, credit card and ACH payment processing among other features. As with other third party services, Autobooks is offered as a convenience. We are not responsible if Autobooks is unavailable or does not operate as it is intended.

Reviewing Your Statements

SEE YOUR LOAN AGREEMENT FOR BILLING ERROR NOTICE FOR YOUR RIGHTS AND RESPONSIBILITIES FOR LOANS.

In case of errors or questions about your electronic transfers or payments listed on your statement or appearing in your online Account Transaction History, do one of the following, as soon as possible:

- Call us at [1-888-570-0773](tel:1-888-570-0773)
- Send us an electronic message or chat using Message Center within Contact Us
- Write to us at:

Liberty Bank Digital Banking
245 Long Hill Rd.
Middletown, CT 06457

Use of Certain Account Information.

We will only disclose information to third parties about your Accounts, Loans or the transactions you make:

- Where it is necessary for completing authentication or a transaction;
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or Payee;
- In order to comply with a governmental agency or court order;
- If you give us permission, which we may require in writing;
- In order to collect information for our internal use, marketing, the use of our service providers, and our servicing agents and contractors;
- Determining your location;
- If it involves a claim by or against us concerning a deposit to or withdrawal from your Account;
- Where otherwise required or permitted under state or federal laws and regulations or as permitted under our [Privacy Notice](#).

Viewing External Account Information

By using the External Account Service, you authorize us and our service provider to access third-party sites and third-party account information to retrieve and register such information and accounts, as requested by you. For all of these purposes, you grant us and our service provider a limited power of attorney and you appoint us and our service provider as your agent to access third-party sites, servers or documents, retrieve information and use your information as described above. You agree that third-party account providers shall be entitled to rely on the forgoing authorization and agency. You further understand and agree that the Service is neither endorsed nor sponsored by any third-party account providers. Liberty Bank is not responsible for any information provided by third-party providers or its availability.

Card Alerts and Controls – This is a convenience service that allows Customers to enable and disable cards associated with their Account. Additional features include restricting locations, restricting types of merchants and transactions and setting various card alerts. We are not responsible if this service is unavailable or does not operate as it is intended.

Authorization to Obtain Information

You agree that we may obtain and use information from credit bureaus and consumer reporting agencies. We may also verify your employment, income, pay, salary, assets, debts, and references. You also agree that we may obtain information regarding your Payee Accounts in order to facilitate proper handling and crediting of your payments.

Statements/Notices

We may send you your monthly (or quarterly) Account statement via email or U.S. mail, or we may make it available by hyperlink which we send to you by message in your Digital Banking messaging service.

Entire Agreement

This Agreement is the complete and exclusive agreement between you and us related to Digital Banking and supplements any other agreement or disclosure related to your Account(s) including the Deposit Account Agreements (which contains our policy on Your Ability to Withdraw Funds, and the Electronic Funds Transfers Agreement and other disclosures). In the event of a conflict between this Agreement and any other agreement or disclosures, as it relates to Digital Banking, this Agreement shall control.

Waivers

No delay or omission by us in exercising any rights or remedies there under shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy by us shall not preclude further exercise thereof or the exercise of any other right or remedy by us. No waiver by us shall be valid unless in writing signed by us.

Assignment

You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties, without notice to you.

Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Connecticut, without regard to its conflict of laws and principles.

Amendments

We may amend or change any of the terms and conditions of this Agreement at any time upon at least twenty-one (21) days written notice to you prior to the effective date of any change or amendment. If you do not agree to the change or amendment, you must notify us prior to the effective date of the change or amendment and terminate your use of Digital Banking. Notwithstanding the foregoing, we may amend or change the term(s) or condition(s) without prior notice to you if the change does not result in higher fees, more restrictive service use, or increased liability to you.

Fees

You will not be charged for Digital Banking. Fees are described in the Schedule of Fees and Charges. Fees may change over time. You are also responsible for all data, telephone, cable, satellite, SMS messaging or other telecommunications charges incurred in connecting to Digital Banking, Mobile Banking, and for charges by any Internet Service Provider providing connection to the Internet.