

Business Online Banking Service Agreement & Disclosure

This agreement provides information about the Newburyport Bank Business Online Banking service for our business customers. For the purpose of this agreement, the words "You," "Your," and "Yours" refer to the person(s) or entity authorized by Newburyport Bank to use Online Banking under this Agreement and anyone else authorized by that account holder to exercise control over the account holder's funds through Business Online Banking. The words "We," "Us," "Our," and "Bank" refer to Newburyport Bank.

By using Newburyport Bank Business Online banking, you agree to be bound by the terms and conditions contained in this agreement. Online Banking transactions are additionally governed by any other separate agreement(s) you may have with Newburyport Bank, including, but not limited to, the Account Signature Card and Account Agreement which incorporates your Deposit Terms and Conditions, Truth in Savings Disclosure and the Fee Schedule. If there is a conflict between the terms and conditions of this Agreement and one contained in the other agreements between us, this Agreement will control.

Receipt of Agreement

You agree to receive the "Business Online Banking Agreement & Disclosure" in an electronic format (for example, by viewing it on your computer screen) and you have the ability to print or download this agreement if you wish to retain a copy of it. If you do not have the ability to print or download this agreement you should immediately request written disclosures by contacting Newburyport Bank at 978-462-3136 or writing us at Treasury Management Services, 63 State Street, Newburyport MA 01950. You may request a copy of this Agreement at any time.

Description of Service

Newburyport Bank Business Online Banking is a service provided via the public Internet to registered and authorized customers to enable access to common Internet Banking features and functionality. The specific features and functionality of the Newburyport Bank Business Online Banking service may be changed or modified at any time without notice.

Requirements

In order to utilize Newburyport Bank Business Online Banking for business customers, users must:

- Be a business account customer of Newburyport Bank.
- Have Internet access with an approved version of Internet browser software and/or operating system software.
- Remain an active user of Newburyport Bank Business Online Banking service. For security reasons, inactivity for over 180 days may result in termination of access without notification.
- Accept the terms and conditions of this Business Online Banking Agreement and Disclosure.

Equipment Requirements

You are responsible for maintaining all Internet connections, browsers, hardware and software that are necessary to access Newburyport Bank Business Online Banking. The Bank is not responsible for any errors or failures of your computer or software. The Bank is not responsible for any computer virus or related problems that may be associated with your use of this service.

Definition of Business Day

For determining the availability of deposits, every day is a business day, except Saturday, Sunday and federal holidays. Any transactions, via Newburyport Bank Business Online Banking, completed after 3:00 p.m. may be treated as a transaction on the next business day. We may treat any correspondence from you, via e-mail, received after 3:00 p.m. on a business day as if we had received it the following business day. All references to time in this document are Eastern Standard Time (EST).

Service Availability

Newburyport Bank Business Online Banking & Bill Pay Service are available virtually anytime day or night, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of system maintenance and updates. We will work to quickly resolve and minimize any interruptions in Services.

Newburyport Bank Business Online Banking allows you to...

- transfer funds electronically ("transfers") between any of your deposit accounts,
- obtain account information, such as the balances, in your savings and checking accounts view your account history and find out what checks have cleared, and
- access your designated checking account to pay most bills ("Bill Pay")

The Bill Pay service enables you to pay your bills from your personal computer. You understand that you must have a checking account at Newburyport Bank for transactions accomplished through online Bill Pay.

Collectively these are referred to as the "Newburyport Bank Business Online Banking services."

Fees

There are no fees for accessing your account(s) through Newburyport Bank Business Online Banking. There are certain fees and charges, in connection with your use of Newburyport Bank Business Online Banking such as but not limited to, stop payment orders, minimum balance fees, insufficient and/or uncollected funds fees, that will result in additional fees being incurred by you. Please refer to the current "Fee Schedule". Newburyport Bank reserves the right to add or revise any fees or charges. You will be given at least 30 days written or electronic notice of any change of terms or any addition or revision of the fee schedule. If you need an additional "Fee Schedule", please contact us.

Newburyport Bank Business Online Banking is offered free of charge to all Newburyport Bank Business account holders in good standing with an active deposit or loan account.

Our optional Bill Pay services is offered free of charge to all active checking account customers registered for Newburyport Bank Business Online Banking.

If you do not have sufficient funds in your account on the date a fee or charge is payable, you authorize the Bank to automatically deduct the payment from your account as soon as funds are available. You understand that you may be charged an additional fee if your account does not contain sufficient funds to make the payment for the Bill Pay service.

Security Procedures

At Newburyport Bank protecting sensitive customer information is of paramount importance. As technology advances, we make sure to remain ahead of the curve with our cyber security platforms. In regards to our Online Services we have several safeguards in place to ensure that all customer information is kept safe and secure on our end. All Business Online Banking customers are required to have dual control on ACH and Remote Capture submissions as well as Wire Transfers. As an added layer of security, we require authorized administrators/users to download a soft token onto their smart phone which can prevent unauthorized users from gaining access. All sensitive information transmitted to the customer is encrypted and secured for the entire transmission from our system directly to the customer's computer. However, because we are unable to verify the Anti-Virus program that is installed on each user's computer, we do not cover fraud that occurs once the information reaches the customer's personal or work device (computer, laptop, mobile device, etc.).

As a guide for our customers, we require company's review the following referenced documents from the Federal Trade Commission which details protecting customer information <https://www.ftc.gov/tips-advice/business-center/guidance/start-security-guide-business>. The business must acknowledge that this has been reviewed. We highly recommend all our customers take time to read this information. We also recommend keeping your Anti-Virus, Internet security and software patches up to date on all PC's and mobile devices. In addition, we suggest encrypting and password protecting all firewalls and routers. For your security all transaction files require confirmation by an authorized user before the file will be processed. Method of confirmation will be discussed at the time of setup.

The acceptance of this Service Agreement confirms acknowledgement and agreement to the conditions in the disclosures for Business Online Banking Services and Disclosure and review of the FTC Security Guide for Business.

Newburyport Bank and its vendors are committed to providing a safe online banking system. Login information and the request and display of personal information are done via the use of encrypted SSL communication to prevent unauthorized access. Login attempts are monitored and four consecutive failed login attempts will result in your access becoming blocked. It will be necessary to contact our Service Center staff to request that it be unblocked or reset. The Newburyport Bank Business Online Banking system is for the use of authorized customers only. Individuals using this system without authority, or in excess of their authority, are advised that if monitoring reveals possible evidence of criminal activity, system personnel may provide the evidence of such monitoring to law enforcement officials.

In the course of monitoring for individuals improperly using this system, or in the course of system maintenance, the activities of all users may be monitored. Anyone using this system expressly consents to such monitoring.

Your Newburyport Bank Business Online Banking password is used only for Newburyport Bank Business Online Banking transactions.

You will be prompted from time to time to change your password for additional security. You may change your password at any time by selecting the Change Password option.

In order to maintain secure communications and reduce fraud, you agree to protect the security of your numbers, codes, marks, signs, public keys or other means of identification. We reserve the right to block access to the Services to maintain or restore security to our Site and systems, if we reasonably believe your Access Codes have been or may be obtained or are being used or may be used by an unauthorized person(s).

User Responsibilities

Safe and effective use of Newburyport Bank Business Online Banking requires that you, the customer, take an active role and responsibility for maintaining a safe and secure personal computer environment and follow safe online computing practices. Your role in maintaining a secure environment includes, but is not limited to, the following.

- Do not share your private or personal information (User ID, password, account number, card number, PIN, Social Security Number), or any other sensitive information with unauthorized parties.
- Do not leave your private or personal information out in an open area accessible by others, including your computer screen. When possible, lock your computer prior to leaving and enable a password-protected screen-saver to automatically lock your computer.
- Do not send your private or personal information over any public or general e-mail system. Email is generally not secure or encrypted and unauthorized parties may easily read the contents.
- Do not login or access Newburyport Bank Business Online Banking from public or shared use computers when you are unable to verify the software installed does not record your keystrokes or online activity.
- Do not leave your computer unattended while you are logged in to Newburyport Bank Business Online Banking. Secure your personal computer by utilizing a personal firewall and running updated anti-virus and anti-spyware software to reduce the possibility of having the information you type captured and sent to unauthorized parties.
- Do not use an easy to guess password such as your first or last name, "password" or the name of your child.

Password requirements:

- Must be 8 to 12 characters long.
- Must include at least three of the following: lower case letter, upper case letter, number, special character.
- Cannot include spaces.
- Cannot include a character that repeats more than 3 times.
- Can include the following characters: ! @ # \$ % ^ & * () _ + = | / ? ; : . } { - []
- Is case sensitive.

Change your password on a regular basis. We require that you change your password every 90 days or as soon as possible if you have any reason to believe that others may know it.

Be skeptical of all requests for your personal information regardless of whether they are made via phone calls, e-mail messages, or web pages. Contact your local Newburyport Bank branch or the Service Center at 978-462-3136 to confirm any request for personal information.

Immediately report any unauthorized or suspicious activity on your account and report any lost or stolen personal information to the Service Center at 978-462-3136.

Customer Liability for Unauthorized Use or Transfers

Telephone us immediately at 978-462-3136 if you believe that your password has become known to an unauthorized person or if someone has transferred money or made payments without your permission. You understand that calling us in such cases is the best way of keeping your possible losses to a minimum. By accepting this Agreement you hereby agree to indemnify, save, and hold harmless the Newburyport Bank from any liability, cost, expense, or damages, which the Bank may incur as a result of acting upon instructions or implementing transactions which bear your User ID and Password. Further you agree that the Bank is not liable for any payment, transfer, or transaction from or to any account where the payment, transfer or transaction bears the appropriate User ID and Password.

You agree that e-mail or other communications viewed or transmitted between us through the Business Online Banking service shall be treated as a "writing" and shall bind each of us in the same way as written communications. You agree that use of your User ID and/or Password to access the Online Banking service through our web site in connection with a communication that you send to us shall be treated as your signature.

Liability for Failure to Make Payments or Transfers

- If, through no fault of ours, your designated funding account does not have enough money in the account to make the payment or transfer.
- If, you have closed the designated account.
- If, you have overdraft protection with the bank and the transactions would exceed your overdraft protection limit.
- If, circumstances beyond our control (such as fire, flood or loss of power), prevented the bill payment or transfer, despite reasonable precautions we have taken.
- If, the Services, your equipment, software or any communications link is not working properly and you knew or have been advised by us about the malfunction before you started the transaction.
- If, you fail in four (4) attempts to enter your correct password.
- If, you have reported your password compromised.
- If, your account is subject to a hold or other legal process which restricts us from processing or making a transfer or bill payment.
- If, you have not provided us with the correct information for those payees to whom you wish to direct payment or accounts to which you wish to make a transfer.
- If, you have reason to believe that there has been unauthorized use of your password and you fail to notify us as set forth above.
- If, the payee mishandles or delays handling payments sent by us.
- For preauthorized transactions, if through no fault of the bank, the payment information for the preauthorized transaction is not received.
- There may be other exceptions stated in our agreement with you.

Limitations

You understand that federal limitations on transfers (pre-authorized withdrawals) applicable to Money Market and Savings Statement Accounts during each statement cycle will apply to and limit the number of transfers that can be made through Business Online Banking. You may not make more than 6 transfers per month by means of Newburyport Bank Business Online Banking via a Money Market and Statement Savings Accounts. Pre-authorized withdrawals are not permitted on Passbook Savings Accounts.

You should refer to your Truth in Savings Disclosure or contact us for additional information.

Errors or Questions

Contact us as soon as you can, during regular business hours by calling: 978-462-3136

Write to:

Newburyport Bank
Attn: Service Center
P.O. Box 350
Newburyport MA 01950

...if you think your statement is wrong, or you need more information about a transfer appearing on your account or listed on your statement telephone us promptly at 978-462-3136 during our regular business hours are Monday through Thursday 8:30 am to 4 pm with extended hours Friday from 8:30 am to 6 pm, holidays are not included. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appears.

1. When notifying us, tell us your name and account number;
2. Tell us the date and dollar amount of the transaction in question.
3. Describe the transaction in question and explain as clearly as you can why you believe it is an error or why you need more information

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days (20 business days if your account has been opened for 30 days or less) 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 your account has been open for 30 days or less or foreign initiated transactions are involved) to investigate your complaint or question. If we decide to do this, we will re-credit your account within 10 business days (20 business days if your account has been opened for 30 days or less) 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 will not be required to re-credit your account.

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

Disclosure of Account Information to Third Parties

We will disclose information to third parties about your account or the transfer you make:

1. Where it is necessary for completing payments and/or transfers.
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant.
3. In order to comply with government agency or court orders.
4. If you give us your permission.
5. As explained in our separate Privacy Disclosure.

Documentation and Verification of Payments/Transfers

Confirmations

Upon completion of an Online Banking transaction, a confirmation will be provided. We recommend that you print the transaction results for verification purposes. You should record this in your checkbook register as a permanent record of the transaction. This will help in resolving any problems that may occur.

Periodic Statements

Information concerning Online Banking transactions will be shown on your normal statement for the account to and from which transfers or payments are made. If you have a checking or money market account, you will receive a monthly statement. If you have a savings account, you will receive a statement during months with activity or quarterly if there is no such activity.

Acceptance

The first time you log in to Newburyport Bank accounts using Newburyport Bank Business Online Banking service confirms your agreement to be bound by all terms and conditions of this agreement and provides acknowledgement of your receipt and understanding of this agreement.

Termination of this Agreement

We may terminate this agreement and your use of Newburyport Bank Business Online Banking services without notice if you do not log on for a period of more than 180 days. If this occurs, you will have to repeat the registration process for Newburyport Bank Business Online Banking services. We reserve the right to temporarily or permanently discontinue Newburyport Bank Business Online Banking services at any time by mailing to you, at the address shown in our records, a notice stating the date termination will occur and that no transfers or orders payable to third parties via Newburyport Bank Business Online Banking services will be honored if received the day of termination and thereafter. We will inform you of such termination in accordance with applicable law or regulation.

Change In Terms

Newburyport Bank may change any term or condition of this agreement, and will either provide electronic acceptance of changes through Newburyport Bank Business Online Banking, or mail or deliver a written notice to you at least 30 days before the effective date of any change in a term or condition if the change would result in increased fees or charges, increased liability for you, fewer types of available electronic fund transfers, or stricter limitations on the frequency or dollar amounts of transfers, unless prior notice is excused by law.

Electronic Mail (E-mail)

If you send the Newburyport Bank an e-mail message, the bank will be deemed to have received it on the following business day. You should not use your personal computer or business e-mail to report an unauthorized transaction from one of your accounts or if you need to stop payment that is scheduled to occur. However, you may provide notice to Newburyport Bank if you use the e-mail function that is provided in Newburyport Bank Business Online Banking service.

Important notice: E-mail transactions outside of the Business Online Banking site are not secure. Do not use a public e-mail system to send us or ask for sensitive information such as account numbers, password, or account information. If you wish to contact us electronically, please use the e-mail provided in our Online Banking site.

Ownership of Materials

The content and information on our Site is copyrighted by Newburyport Bank and the unauthorized reproduction or distribution of any portions is prohibited.

Severability

If any provision of this Agreement is void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of such provision in another jurisdiction or any other provision in that or any other jurisdiction.

Area of Service

The Services described in this Agreement and any application for consumer credit and deposit services available at our Site are solely offered to residents of the United States of America. However, customer who are outside of the U.S. may have limited access to their Online Banking information.

Choice of Law

This Agreement shall be governed by and interpreted under Massachusetts Law.

Arbitration of Disputes

If either you or we have any irresolvable dispute or claim concerning the Services, it will be decided by binding arbitration under the expedited procedures of the Commercial Financial Disputes Arbitration Rules of the American Arbitration Association (AAA) and Title 9 of the US Code. Arbitration hearings will be held in Boston Massachusetts or where mutually agreed to. A single arbitrator will be appointed by the AAA and will be a retired judge or attorney with experience or knowledge in banking transactions. The arbitrator will award the filing and arbitrator fees to the prevailing party. A judgment on the award of the arbitrator may be entered by a court.

No Signature Required

When any payment or other online service generates items to be charged to your account, you agree that we may debit your designated Eligible account or the account on which the item is drawn without requiring your signature on the item, and without prior notice to you.

Amendment of this Agreement

We may amend this agreement (including changes in its fees and charges hereunder) by giving notice to you at least 30 days before the effective date of the amendment, unless such change, or amendment is otherwise required by law or applicable regulation. Your continued use of the Services is your agreement to the amendment(s). Depositor's overdraft protection agreements will continue to apply in accordance with our published Fee Schedule, as amended from time to time.

Waiver

We may waive any term or provision of this agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of the term or provision in the future.

Assignment

We may assign the rights and delegate the duties under this Agreement to a company affiliated with us or to any other party.

Contact Information

Newburyport Bank
Attn: Service Center
P.O. Box 350
Newburyport MA 01950
978-462-3136

By using Newburyport Bank Business Online Banking services, you agree that you have received and understood this agreement and disclosure and will bound by all the terms and conditions of this agreement just as if you have signed this agreement.

If you do not agree to be bound by the terms of this agreement, you understand that you will notify us to discontinue your Newburyport Bank Business Online Banking services.