ONLINE BANKING AGREEMENT AND ELECTRONIC FUNDS TRANSFER DISCLOSURE
THE COOPERATIVE BANK

Online Banking Agreement

This Agreement and Disclosure describes the terms and conditions of TCB Online Banking, the Internet banking service of TCB, A Division of Ion Bank, the disclosures required by Electronic Funds Transfer Act and additional information required by use terms and conditions of Online Banking. Online Banking is a consumer electronic banking service that allows you to access your account information, check balances, transfer funds and, if you elect to register for the additional service (and are approved), to pay bills.

Definitions

The following definitions apply in this Agreement. "Online Banking" is the internet-based service providing access to your TCB, A Division of Ion Bank, account(s). "Online Account" means any account from which you will be conducting transactions using a Service. "Time of Day" references are to Eastern Standard Time or Eastern Daylight Time, as applicable. "We", "us", "our", or "Bank" refers to TCB, A Division of Ion Bank, which offers the Services and which holds the accounts accessed by the Services. "Bill Payment" is the online service that enables the scheduling of bill payments using a personal computer.

Access to Services

TCB, A Division of Ion Bank, will provide instructions on how to use Online Banking and Bill Payment Services. You may gain access to your Online Banking Accounts through the use of your Internet-enabled device, your internet Service Provider, your Password and your Login ID. You may use Online Banking any time, day or night, seven days a week. Online Banking, however, may occasionally be temporarily unavailable due to Bank record updating or technical problems. Access to the Service may be slower at times due to high Internet traffic or other factors beyond our control. In addition, access to Online Banking is made available according to the terms of a third party service agreement among TCB, A Division of Ion Bank, COCC and Fiserv. Fiserv processes all Bill Payment transactions. Any interruption of services or access caused by COCC or Fiserv may prevent your use of Online Banking or Bill Payment Services. We are not responsible for any delays or difficulties you may have in accessing the Services or certain features. TCB, A Division of Ion Bank, internet address is https://www.thecooperativebank.com.

Computer Requirements

You will need to provide, at your own expense, a computer, have Internet access through an Internet Service Provider and Internet browser software. Your Internet or other web browser software must support a minimum 128-bit SSL encryption. We are not responsible for any errors or failures caused by any malfunction of the Computer or any Computer virus or related problems that may be associated with access to or use of the Services or the Computer. We also are not responsible for any losses, injury, damages or delays in transmission of information you provide to us or otherwise arising out of or incurred in connection with the use of any Internet or other service provider providing your connection to the Internet or any browser software.

Access

If two or more depositors are joint owners of the account accessed by Online Banking, each may have access to the account through Online Banking. When your Online Banking is linked to one or more joint accounts, we may act on the verbal, written, or electronic instructions of any authorized signer regarding your service for those accounts. Each person on a joint account will be liable for all transactions that were made on that account by all other joint account holders of that account. It is your responsibility to notify us if a signer should no longer be given access to the joint account through Online Banking. Notices sent to the address of one account holder are binding on all account holders. We recommend that you print or store a copy of this Agreement for your records. If you are unable to print or store a copy of this Agreement, please call us and we will mail you a paper copy of the Agreement.

Password and Login ID Security
You must enter your Online Banking Login ID and Password at the start of each Online Banking session. These are for your personal use and you agree to take reasonable precautions to safeguard the password and keep your Login ID and Password confidential in order to prevent unauthorized access to your accounts. You agree not to reveal the password to any unauthorized person. However, if you should provide your Login ID and Password to another person(s) to make transactions on your behalf, both you and such person(s) are bound by the terms and conditions outlined in this agreement. You agree to assume responsibility for all transactions up to the limits allowed by applicable law. You agree to cooperate with us in the investigation and prosecution of any person who has obtained and used your Login ID and Password without your authorization. You should change your password from time to time for security purposes. Every time you sign on, we will ask for your Login ID and Password. We can recognize you based on the computer you use to access online banking. If you sign on from your own computer, we can mark it with a browser cookie that helps us recognize you every time you sign on. If we don't recognize your computer, we will ask you to retrieve a one-time passcode sent via text message or voice call to a phone number you have previously determined to help us recognize you when you log on from a new computer.

If at any time you have forgotten your password, you may use the Forgotten Password System through the "Forgot Password?" link. This link is located on the Login ID/Password page. Click on the link and follow the on-screen instructions. This feature will enable our customers to reset their own lost or forgotten passwords without having to contact the bank.

Protecting Your Personal Information

In addition to protecting your access codes, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security number, or tax identification number. This information by itself or together with account information may allow unauthorized access to your accounts. You should treat personal information with the same level of care that you would for your account information. You should also protect and secure all information and data stored in any personal computer or other equipment you use to access our Online Banking service.

Qualifying Accounts

We will tell you which types of accounts qualify for our Online Banking service. You must be a named owner/obligor on the account in our records for it to qualify. Any account requiring more than one signature for withdrawal, draw or transfer of funds does not qualify. You agree to provide us with any authority we require before we permit access to any qualifying account.

Services Available through Online Banking
In addition to viewing account information and transaction history, you may use online banking to conduct the following:

- **Transfer funds** among your checking accounts, statement savings accounts and money market accounts. When you request a fund transfer using this service, you authorize us to follow the transfer instructions and transfer the funds from the designated originating account to the designated recipient account. Your ability to transfer from Money Market Accounts or Statement Savings Accounts is limited. You may not make more than six transfers per month to another account with us or to a third party by means of preauthorized or automatic transfer, order of instruction, or online banking, and the six such transfers can also be made by check, draft, debit card, or similar order made by you and payable to third parties. Transfers from Statement Savings and Money Market Deposit Accounts through this Service are counted against the permissible number of transfers prescribed by federal law. All Bill Payment and Transfers are subject to the terms and conditions of the deposit account being accessed. Please see the Account Agreement for more detail about these restrictions.

- **Schedule recurring transfers.** When scheduling a recurring transfer, if the date of transfer is not a business day, the transfer will occur on the next business day.
- **Account Information.** You may check the balances in your accounts that are accessed by Online Banking.

NOTE: The balance figure may not reflect your most recent transactions, and may also include funds which may not be immediately available for withdrawal.

- **Set up notifications.**
- **See if a check has cleared and view image.**
- **Stop payment of Checks.** You may stop payment on a check(s) that you have written from your checking account that has not already been paid or certified. We will not take action on your stop payment request until we actually receive the completed request. Typically, an electronic request for a stop payment on a check is received by us on the next business day we are open.
- **Check Reorders.**
- **Bill Payment.** The Bill Payment service permits you to direct payments to businesses or individuals you wish to pay from the designated online Bill Pay Funding Account selected during the enrollment process. Your Bill Pay Funding Account must be a checking account.
- **View Online Statements (eStatements).** You will continue to receive your regular account statement either monthly or periodically, depending on the type of account. eStatements are electronic versions of the deposit statements you receive in the mail. Online access means that you can view your statements at any time, from any location, via your online banking service. If you subscribe to our eStatement service, you will no longer continue to receive paper statements in the mail.
- **Export data to some versions of personal financial management packages such as Quicken.**
- **Personal Financial Management (MX)**
- **External Funds Transfer**. You may transfer funds from your account to accounts held by you at another financial institution through the external funds transfer feature.
- **New Services.** New services may be introduced to online banking from time to time. The Cooperative Bank will notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the rules that will be made available to you, concerning these services.

Preauthorized Recurring Fund Transfers

To the extent we make them available, you authorize us to establish preauthorized recurring fund transfers in accordance with the requests you make for us to do so. We will only allow preauthorized recurring fund transfers that do not vary in amount.

Limits on Online Funds Transfers

You must have enough available money or credit in any account from which you instruct us to make a transfer. All transfers must be in U.S. Dollars.

For security reasons, we may implement limits on the number or amount of transactions you can make using our Online Banking service. We also reserve the right to limit or suspend access to our Online Banking service as we deem necessary for security reasons. We may also limit access from countries other than the United States of America.

If any qualifying accounts are money market deposit accounts or savings deposit accounts, certain types of withdrawals from those accounts, including payments and transfers, are limited to a total of no more than 6 in any specified period. The specified period for money market deposit accounts and

savings accounts is the monthly statement period. The kinds of withdrawals covered by this limitation are those made by means of preauthorized or automatic transfers and payments or telephone agreement, order or instruction.

When Online Funds Transfers are Made

Transfers are not final at the time we receive your instructions, but we will begin to process them promptly. You should allow at least 1 business day for us to process transfers.

Each transfer will be posted to any account with us from which it is made, and to any other account with us that is involved in the transaction, on the business day on which the transfer is made. Each transfer you make on a non-business day, or after our Online Banking cut-off time on any business day, will be considered made on the following business day. Information you obtain about your accounts using our Online Banking service may not reflect transactions that have not yet been posted to your accounts. You should keep that in mind when you perform or attempt to perform any transactions on the basis of such information.

Our Liability for Failure to Complete Transfers from Consumer Accounts

If we do not complete a transfer from a consumer account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are exceptions. We will NOT be liable, for instance:

· If, through no fault of ours, you do not have enough available money in the account from which a transfer is to be made, or if the account has been closed or is not in good standing, or if we reverse a transfer because of insufficient funds.

· If any transfer would go over the credit limit of any account.

· If your equipment or ours was not working properly and the breakdown should have been apparent to you when you attempted to conduct the transaction.

· If you have not given us complete, correct or current account numbers or other identifying information so that we can properly credit your account or otherwise complete the transaction.

· If you do not properly follow our instructions or if you provide us with wrong or inaccurate information or fail to correct or tell us about any inaccuracy of which you are aware.

· If you do not instruct us soon enough for your transfer to be received and credited.

· If the money in the account from which a transfer is to be made is subject to legal process or other claim restricting the transaction.

· If circumstances or persons beyond our control prevent, delay, intercept, or alter the transaction, despite reasonable precautions that we have taken.

Business Days

Our Online Banking service is generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday. Holidays are not business days.

Stopping or Changing Transfers

If you want to stop or change transfers you have instructed us to make, you must notify us before we have started processing the transaction. This applies to both individual transactions as well as preauthorized recurring transactions. The normal way to do this is for you to access the appropriate function in our Online Banking service no later than the day before the business day the transfer is scheduled to be made, and either delete it or make the change.

You may also call or write us at:

Customer Service

(617) 325-2900

Mailing Address:

TCB, A Division of Ion Bank

40 Belgrade Avenue

Roslindale, MA 02131

or by using any electronic stop payment method which we provide for this purpose. If you call or write, you must do this in time for us to receive your request 3 business days or more before the transfer is scheduled to be made. If you call, we may also require you to put your request in writing on paper and get it to us within 14 days after you call.

If you order us to stop a preauthorized recurring transfer from a consumer account as described above, and we do not do so, we will be liable for your losses or damages.

Statements

Your funds transfers will be indicated on the monthly statements we provide or make accessible to you for the accounts with us that are involved in the transaction. We may also provide or make accessible to you statement information electronically or by some other means. You agree to notify us promptly if you change your address or if you believe there are any errors or unauthorized transactions on any statement or in any statement information.

Online Banking Fees

There is no fee for our Online Banking service.

Email Use

We may, if you use our Scheduled Recurring Transfers or Notification features, send account information to the email address you designate. Sensitive information such as account numbers will be only partially shown (masked). Other than these notices, we will not send to you, and we strongly suggest that you do not send to us, any confidential information regarding your accounts via the public Internet, as it is not necessarily secure. We will not send you email requesting confidential information such as account numbers, PINS or passwords. If you receive such an email allegedly from us, do not respond to the email and notify us by calling (617) 325-2900.

Bill Payment Services

Description of Service

The Bill Payment Service permits you to use your Internet-enabled device to direct payments from your designated online Bill Payment Funding Account to third parties you wish to pay. Your Bill Payment Funding Account must be a checking account. Through the Bill Payment Service, you can pay bills from your Bill Payment Funding Account to businesses or individuals. After funds are withdrawn from your Bill Pay Funding Account to make a payment, we may make the payment either by transferring funds electronically to the payee or by mailing the payee a check.

All payments you make will be deducted from the checking account that you designate as your Bill Payment Funding Account for the Bill Payment Service. Any payments you wish to make through this Service must be payable in U.S. dollars to a payee located in the continental United States. We reserve the right to restrict types of payees to whom payments may be made using the Service from time to time.

A. Scheduling Payments . Funds must be available in your Bill Payment Funding Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-business day (Saturday, Sunday, or holiday), funds must be available in your Bill Payment Funding Account the following business day (e.g. Monday). We advise you to check automatic payments at the beginning of each month and adjust the dates if needed.

You may choose to schedule payments to recur in the same amount at regular weekly, monthly or semi-monthly intervals. The funds will not be withdrawn from your account until those dates. If the payment is an Automatic Clearing House (ACH) electronic payment, it will take up to four (4) business days to reach the payee. However, if the company or person that you are paying cannot accept an electronic payment, the Bill Payment Service will send a check that may take up to ten (10) business days. You must allow sufficient time, up to ten business days, to process the bill payments so that the funds can be delivered to the payee before the payment due date. TCB, A Division of Ion Bank, is not liable in any way for damages you incur if you do not have sufficient funds in your account to make the payment, if you do not allow sufficient time for delivery to the payee or if there have been delays in mail delivery, changes of merchant address or account number, the failure of any payment in a timely manner or for any other circumstances beyond the control of The Cooperative Bank.

B. Business Days. Our Online Banking service is generally available 24 hours a day, 7 days a week. However, we only process transactions and update information on business days. Our business days are Monday through Friday. Holidays are not business days.
C. 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 Bill Payment Funding Account without requiring your signature on the item and without prior notice to you.
D. Confirmation of Payments. Each time you properly enter payment instructions, you are authorizing us to process your request in accordance with your instructions. You will be given a confirmation number; record this number, along with the payee, scheduled date and transaction amount. This will help in resolving any problems that may occur. No printed receipts are issued through Online Banking. If you have been notified of our refusal or inability to make a payment or you do not follow the instructions that we provide to you for initiating payments, you will bear full responsibility for all late fees, finance charges and other damages that you incur, and we will not be liable for any such amounts.
E. Multiple Person Bill Payment Accounts . If more than one person has access to a Bill Payment Funding Account, each person may individually enroll in the Bill Pay service. Each enrolled person needs a unique password but may choose to use the same payee list. Each individual may terminate her/his enrollment in the Bill Payment service without affecting the Service for any other person enrolled in that Bill Payment Funding Account. However, any enrolled person may terminate the Bill Payment service which will terminate the service for all enrolled persons on that Bill Payment account.
F. Other Agreements. In addition to the Agreement, you and TCB, A Division of Ion Bank, agree to be bound by and comply with the requirements of the agreements to each of your Online Accounts. Your use of the Online Banking services or the Bill Payment service is your acknowledgement that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your account(s) at TCB, A Division of Ion Bank.
G. Modifications to this Agreement. TCB, A Division of Ion Bank, may modify the terms and conditions applicable to the Online Banking or Bill Payment services from time to time. We will give you notice of any modification as required by law. The revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic mail and you will be deemed to have received it three days after it is sent.
H. Cancel or Change Payment Instructions . Payments can be canceled or modified only when they are found on the pending payment screen. You should not, therefore, employ online

banking bill payment service for payment of purchases or services unless you are satisfied that you will not need to stop a payment. If you ask us to cancel a payment after it is issued and we agree to do so, we may charge you a stop payment fee. Check stop payment orders whether oral or written, will be in effect for a period of six (6) months. If requested by the Bank, you will confirm any stop payment order in writing. After six (6) months, any check stop payment will terminate and must be renewed in order to continue in effect. The Bank may pay any item that is presented following the lapse of any stop payment order. Please refer to TCB, A Division of Ion Bank, fee schedule for a complete listing of our fees.

I. Canceling the Service. You can also terminate this Agreement or the Services at any time. To cancel online banking and/or Bill Payment Services, you must notify TCB, A Division of Ion Bank, and provide your name; address; whether you are discontinuing Online Banking, Bill Payment or both; and the effective date to stop the service. When Bill Payment is terminated (either by you or us), prescheduled or recurring Bill Payments will also be terminated. However, you will be responsible for any payments that have been paid through this date. You may notify us by one of the following methods:
    1. By calling TCB, A Division of Ion Bank, at (617) 325-2900
    2. By writing a letter and sending it to, TCB, A Division of Ion Bank, 40 Belgrade Avenue, Roslindale, MA 02131 or giving it to a customer service representative at any TCB, A Division of Ion Bank, location.

II. Termination. We can terminate this Agreement or any of your electronic banking privileges (including the Bill Payment services) at any time. If we do so, we will give you any notice required by law.

Unsupported Payments

Do not use online banking to make tax payments, court ordered payments, and payments made outside the U.S. and its territories, since they will not be supported. Some other categories of payees may also be restricted. Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

Payment Amount Limit

We limit the amount of Bill Pay transaction to a daily limit of $50,000.00.

Consumers Accessing Bill Pay Outside the United States

Consumers may access Bill Pay anywhere they can access Internet Banking. The limitation of using the 128-bit encryption outside the U.S. may limit the ability of a consumer to use the product securely.

THE FOLLOWING SECTION CONTAINS DISCLOSURES REQUIRED BY FEDERAL AND STATE REGULATIONS

Liability for Unauthorized Use

You will notify the Bank immediately if you believe that your password has become known to an unauthorized person. Notifying us by phone is the best way of keeping possible losses to a minimum. If you believe that an unauthorized transfer or payment may have occurred, we may require you to sign an affidavit.

Notification of Unauthorized Transaction or a Lost or Stolen Access Device

If you believe your password has become known by an unauthorized person or that someone has transferred money or made payments without your permission, immediately call TCB, A Division of Ion Bank, at (617) 325-2900.

Liability for Failure to Make Payments
If we do not send a payment or make a transfer on time or in the correct amount according to your instruction and in accordance with Agreement and Disclosure, we will be liable for damages caused. However, there are some exceptions. We will not be liable, for instance, if:

- Through no fault of ours, your account does not contain sufficient funds to make the payment or transfer.
- The equipment, ATM network, phone lines or computer systems were not working properly or were temporarily unavailable.
- Circumstance beyond our control, such as fire or flood, prevented the payment or transfer, despite reasonable precautions that we have taken.
- A court order or legal process prevents us from making a transfer or payment.
- You have previously reported or if we have a reasonable basis for believing that an unauthorized use of your password or designated account have occurred or may be occurring or if you default under any agreement with us or if you or the Bank terminates this Agreement.
- The payee does not process a payment correctly or in a timely manner.
- There may be other exceptions stated in our other agreements with you.
- If any of the circumstances listed immediately above occur, we will make a reasonable effort to take appropriate corrective action or to process the transactions that may not have been completed or to correct transactions that have incorrectly been processed.

Electronic Funds Transfer Disclosure
In Case of Errors or questions about your Electronic Transfer
You should telephone TCB, A Division of Ion Bank, at (617) 325-2900 or write to TCB, A Division of Ion Bank, 40 Belgrade Ave, Roslindale, MA 02131, as soon as you can, if you think a statement is wrong or if you need more information about a bill payment or transfer listed on the statement.

We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will recredit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not recredit your account. For errors involving new accounts, point-of-sale or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error. We will tell you the results within 3 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.

Other Problems
If you believe an error other than an electronic funds transfer problem has occurred concerning a deposit account, please call TCB, A Division of Ion Bank, at (617) 325-2900.

Account Information Disclosure
We will disclose information to third parties about your account and the payments or transfers you make:

- When it is necessary for verifying or completing payments or transfers, or resolving a problem relating to a payment transfer;
- In order to verify the existence and the condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agencies or court orders;
- To any subsidiary or affiliate;
- To any employee or other auditor of TCB, A Division of Ion Bank, solely for the purpose of an official audit, accounting or to any other person for the purpose of servicing the account relationship, including preparation of the periodic statement of account, but only to the extent actually necessary;
- To an attorney or collection agent of the Bank;
- If you give us your written permission; or
- As otherwise permitted by law or as required by government regulations.

If an unauthorized disclosure has been made, we must inform you of the particulars of the disclosure within three days after we have discovered that the unauthorized disclosure has occurred.

Access to customer information is limited to employees with a business reason to know such information. Employees are educated on the importance of maintaining the confidentiality of customer information. All bank employees are responsible for maintaining the confidentiality of customer information and employees who violate these principles are subject to disciplinary action.

Recurring Deposits
If you have arranged to have deposits made to a deposit account at least once every 60 days from the same person or company, you can find out whether or not the deposit has been made through Online banking by logging onto www.thecooperativebank.com, through Telephone Banking by calling (800) 925-8851 or by calling TCB, A Division of Ion Bank, at (617) 325-2900.

Other Conditions
You are responsible for complying with all terms of this Agreement and Disclosure and the regulations governing the deposit accounts which you access using Online Banking. We can terminate your Online Banking privileges without notice to you if you do not pay any fee required in the Agreement and Disclosure when due or if you do not comply with any of the other terms and conditions of the Agreement. You may terminate Online Banking by providing the bank with written notice of your desire to do so.

Change in Terms
We will mail or deliver a written notice to you at least 30 days before the effective date of any changes in a term or condition disclosed in this Agreement and Disclosure, 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.

Virus Protection
You agree that we are not responsible for any electronic virus that you may encounter using Online Banking. We encourage you to routinely scan your computer using any reliable virus protection

product to detect and remove any viruses found. Undetected or unrepaired, a virus may corrupt and destroy your programs, files and even your hardware.

Additional Information Required by Massachusetts Law
Any documentation provided to you which indicates that an electronic funds transfer was made shall be admissible as evidence of the transfer and shall constitute prima facie proof that the transfer was made. The initiation by you of certain electronic funds transfers from your account will, except as otherwise provided in our Electronic funds Transfer Disclosure, effectively eliminate your ability to stop payment of the transfer.

UNLESS OTHERWISE PROVIDED IN OUR ELECTRONIC FUNDS TRANSFER DISCLOSURE, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUNDS TRANSFERS: THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES, UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.
Protected Consumer Use of Electronic Funds Transfers
Chapter 167B of the Massachusetts General Laws was enacted to provide a means for financial institutions, businesses, and consumers to conduct their business relations more conveniently. Transferring funds electronically will supplement the use of checks, credit, and cash and will not replace these present methods of doing business. As a consumer, you should be aware of your rights if you choose to utilize electronic funds transfers.

Personal Financial Management -- End User License Agreement

In addition to the above content, if you decide to use MX Personal Financial Management application, you acknowledge and agree to the following terms and conditions of service.

LICENSE GRANT AND RESTRICTIONS. You are granted a personal, limited, non-exclusive, non-transferable license to electronically access and use MX Service solely to manage your financial data.

In addition to the MX, the terms "Service" and "Debit Rewards Offers" also include any other programs, tools, internet-based services, components, and any "updates" (for example, Service maintenance, help content, bug fixes, or maintenance releases, etc.) of the Service if and when they are made available to you by us or by our third party vendors. Certain Services may be accompanied by, and will be subject to, additional terms and conditions.

You are not licensed or permitted to do any of the following and you may not allow any third party to do any of the following: (i) access or attempt to access any other systems, programs or data that are not made available for public use; (ii) republish, upload, post, transmit, resell or distribute in any way the material from the MX site; (iii) permit any third party to benefit from the use or functionality of the Service, or any other services provided in connection with the Service, via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any of the rights granted to you under this license; (v) work around any technical limitations in the Service, use any tool to enable features or functionalities that are otherwise disabled in the Service, or decompile, disassemble, or otherwise reverse engineer the Service except as otherwise permitted by applicable law; (vi) perform or attempt to perform any actions that would interfere with the proper working of the Service or any services provided in connection with the Service, prevent access to or the use of the Service, Debit Rewards Offers or any or services provided in connection with them by other licensees or customers, or impose an unreasonable or disproportionately large load on the infrastructure while using the Service; or (vii) otherwise use the Service, or any services provided in connection with them except as expressly allowed under this Section 1.

OWNERSHIP. The Service is protected by copyright, trade secret and other intellectual property laws. You do not have any rights to the trademarks or service marks.

YOUR INFORMATION AND ACCOUNT DATA WITH US. You are responsible for (i) maintaining the confidentiality and security of your access number(s), password(s), security question(s) and

answer(s), account number(s), login information, and any other security or access information, used by you to access the Service, or any services provided in connection with the Service, and your accounts with us (collectively, "Licensee Access Information"), and (ii) preventing unauthorized access to or use of the information, files or data that you store or use in or with the Service, or any services provided in connection with the Service (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for the Service, or any services provided in connection with the Service, and ensuring that such authorized users comply with this Agreement. You will be responsible for all electronic communications, including account registration and other account holder information, email and financial, accounting and other data ("Communications") entered using the Licensee Access Information. It is assumed that any Communications received through use of the Licensee Access Information were sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Licensee Access Information. We reserve the right to deny you access to the Service, or any services provided in connection with the Service (or any part thereof) if we reasonably believe that any loss, theft or unauthorized use of Licensee Access Information has occurred. You must inform us of, and hereby grant to us and our third party vendors permission to use, Licensee Access Information to enable us to provide the Service, or any services provided in connection with the Service to you, including updating and maintaining Account Data, addressing errors or service interruptions, and to enhance the types of data and services we may provide to you in the future.

We may use anonymous, aggregate information, which we collect and store, or which is collected and stored on our behalf by third party vendors, to conduct certain analytical research and help us to create new offerings and services for our customers. As we make additional offerings and online banking services available to you, some of which may rely on banking information maintained in your accounts, you will have the opportunity to participate in the services if you choose. If you choose not to participate, you do not need to notify us. We may also use anonymous, aggregate information which we collect and store, or which is collected and stored on our behalf by third party vendors, to (i) conduct database marketing and marketing program execution activities; (ii) publish summary or aggregate results relating to metrics comprised of research data from time to time; and (iii) distribute or license such aggregated research data to third parties. Additionally, automated technology may be used to tailor messages or advertisements that best reflect your interest and needs.

YOUR INFORMATION AND ACCOUNT DATA WITH OTHER FINANCIAL INSTITUTIONS. Our financial management tools allow you to view accounts that you may have outside our financial institution (this is a process called "aggregation"). When you choose to use online financial services which are applicable to data that you have transacted with other financial institutions or card issuers, you are consenting to us accessing and aggregating your data from those outside financial institutions. That data includes your financial institution account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your account(s) with other financial institutions, and the actual data in your account(s) with such financial institution(s) such as account balances, debits and deposits (collectively, "Financial Account Data"). In giving that consent, you are agreeing that we, or a third party vendor on our behalf, may use, copy and retain all non-personally identifiable information of yours for the following purposes: (i) as pertains to the use, function, or performance of the services which you have selected; (ii) as necessary or useful in helping us, or third parties on our behalf, to diagnose or correct errors, problems, or defects in the services you have selected; (iii) for measuring downloads, acceptance, or use of the services you have selected; (iv) for the security or protection of the services you have selected; (v) for the evaluation, introduction, implementation, or testing of the services you have selected, or their upgrade, improvement or enhancement; (vi) to assist us in performing our obligations to you in providing the services you have selected.

If we make additional online financial services available to you which are applicable to data that you have transacted with other financial institutions or card issuers, and which we will aggregate at this

site, we will separately ask for your consent to collect and use that information to provide you with relevant offers and services. If you give us your consent, you will be agreeing to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you.

If you select services that are offered by third parties or merchants through such offers or on our behalf, you will be agreeing that we have your consent to give such third parties or merchants your geographic location, and other data, collected and stored in aggregate, as necessary for such third parties or merchants to make their offerings and services available to you and to permit us to use Financial Account Data to help us suggest savings opportunities or additional products and services to you. Except as specified here, we and the third parties or merchants acting on our behalf shall not use or keep any of your personally identifiable information.

USE, STORAGE AND ACCESS. We shall have the right, in our sole discretion and with reasonable notice posted on the MX site and/or sent to your email address provided in the Registration Data, to establish or change limits concerning use of the Service and any related services, temporarily or permanently, including but not limited to (i) the amount of storage space you have available through the Service at any time, and (ii) the number of times (and the maximum duration for which) you may access the Service in a given period of time. We reserve the right to make any such changes effective immediately to maintain the security of the system or Licensee Access Information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the Service and any related services to which such changes relate. Your continued use of the Service or any related services will constitute your acceptance of and agreement to such changes. Maintenance of the Service or any related services may be performed from time-to-time resulting in interrupted service, delays or errors in such Service or related services. Attempts to provide prior notice of scheduled maintenance will be made, but we cannot guarantee that such notice will be provided.

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