



ONLINE BANKING SERVICE AGREEMENT TERMS AND CONDITIONS FOR ONLINE BANKING AND BILL PAYMENT SERVICE

BayCoast Bank (the "Bank") requires that all persons accessing our online banking ("Online Banking") and bill payment service ("Bill Payment Service") adhere to the following terms and conditions set forth in this agreement ("Agreement"). By requesting or using Online Banking and/or our Bill Payment Service or permitting someone else to use these on your behalf, you indicate your acknowledgment and acceptance of these terms and conditions, which are from time to time subject to change.

You should retain a copy of this Agreement for your files.

Your use of Online Banking and/or Bill Payment Service will also be governed by the general Terms of Use that governs any person who uses or visits our website.

DEFINITIONS

"You" or **"your"** refers to each person who is an owner of a deposit account for personal, family, or household purposes and who subscribes to or uses Online Banking and/or Bill Payment Service.

"We", **"us"**, or **"our"** refers to BayCoast Bank and any affiliate, subsidiary, agent, independent contractor, designee, or assignee we may, in our sole discretion, involve in the provision of the Online Banking or Bill Payment Service.

"Bill Payment Cutoff Time" means 10:30 p.m., Eastern Time ("ET") on any Business Day and is the time by which you must transmit Payment Instructions in order for such instructions to be considered received on that particular Business Day.

"Business Day" means Monday through Friday; holidays are excluded.

"Bill Pay Business Day" means Monday through Saturday; holidays are excluded.

"Payee" or **"Payees"** means the person(s) or business(es) to which you wish a bill payment to be directed.

"Bill Payment Account" means your designated Checking or NOW Account from which all bill payments will be made and all Bill Payment Service fees and charges (if any) will be deducted.

"Payment Instructions" means the information provided by you for a bill payment to be made to your Payee (e.g., Payee name, account number, payment date).

"Scheduled Payment Date" means the Business Day you designate for your bill payment to be made.

YOU MUST HAVE A BAYCOAST BANK ACCOUNT

As an initial matter, you must have a BayCoast Bank account opened and in good standing to use the Online Banking and Bill Payment Service. Your account will also be governed by the agreements, disclosures, and other documents provided to you in connection with the opening of your account, as they may be amended from time to time.

ACCESS METHODS

You may access the Online Banking and Bill Payment Service via the Internet using a User ID and Password that you select. To access the Online Banking or Bill Payment Service, you will need to use a personal computer connected to the Internet and a current web browser that supports secure connections.

USER'S GUIDE

We will provide you online help which describes the operation and features of the Online Banking and Bill Payment Service. You must follow the procedures in online help when using the Online Banking and Bill Payment Service.

ONLINE BANKING

A. Account Access: You may access your personal accounts online. For Bill Payment Service, one of these accounts must be a checking or NOW account. When you access your account, you may obtain account balance and summary information, available funds information, and all account transactions for the current statement period.

B. Transfers of Funds: In addition to viewing account information, you may use Online Banking to conduct a transfer of funds. You may make one-time transfer and schedule future or recurring transfers such as transfers to make loan payments. You may transfer funds among your checking accounts, NOW accounts, statement savings accounts, and statement money market accounts. NOTE: Because federal Regulation D requires the Bank to limit preauthorized transfers (including Online Banking transfers) on certain types of deposit accounts, the following limitations apply:

- Transfers from a statement savings or money market statement account to another account or to third parties by preauthorized or automatic transfer (including account access through Online Banking and Telephone Banking) are limited to six (6) per statement cycle. Transfers exceeding these limitations are subject to an excess transfer fee.
- In accordance with regulatory requirements, if transaction limitations are exceeded, we will either prohibit any excess transactions or close the account.

C. New Services: New services may be introduced for Online Banking from time to time. The Bank may notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the terms and conditions that will be made available to you concerning these services.

BILL PAYMENT SERVICE

The Bill Payment Service permits you to direct payments from your Bill Payment Account to third parties you wish to pay. Your designated Bill Payment Account must be a checking or NOW account. Through the Bill Payment Service, you can pay bills from your Bill Payment Account to businesses or individuals.

All payments you make will be deducted from your Bill Payment Account and you agree that we may debit your Bill Payment Account for such payments without requiring your signature on the item and without prior notice by you. All bill payments must be payable in U.S. Dollars to a Payee located in the United States. We reserve the right to restrict types of Payees to whom payments may be made using the Bill Payment Service from time to time.

You should not use the Bill Payment Service to make payments to settle securities purchases, tax payments, payments for government fees, court-ordered payments, alimony, or child support payments. Payments for these Payees will be your sole responsibility if delayed or improperly processed or credited.

Funds must be available in your Bill Payment Account on the scheduled payment date. If the date you schedule a payment to be initiated falls on a non-Bill Pay Business Day (Sunday or a holiday), funds must be available in your Bill Payment Account the following Business Day (e.g. Monday). After funds are withdrawn from your Bill Payment 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.

You may choose to schedule payments to recur in the same amount at regular weekly, monthly, or twice-monthly intervals. You should schedule a payment to a new Payee at least ten (10) Bill Pay Business Days before any payment due date, to allow us time to set up the new Payee and verify information about your account with the Payee.

For all subsequent payments, you agree to allow at least three (3) to five (5) Bill Pay Business Days between the date you schedule a payment to be initiated and the payment due date (that is, the due date shown on your invoice or provided in your agreement with the Payee, not taking into account any applicable grace period). If the payment is an Automated Clearing House (ACH) electronic payment, it will take up to three (3) Bill Pay 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 five (5) Bill Pay Business Days. You may schedule payments during the “grace period,” but any late charges associated with payments so scheduled will be your responsibility regardless of the cause of the late payment. If you do not follow these timeframes, you will be fully responsible for all late fees, finance charges, or other actions taken by the Payee. If you schedule your payment and follow all instructions provided, but the Payee does not receive the payment in a timely manner, the Bank will work with the Payee on your behalf to attempt to have any late fees or charges reversed.

The Bank is only responsible for exercising ordinary care in processing and sending payments upon your authorization in accordance with this Agreement. The Bank will not be liable in any way for damages you incur if:

1. You do not have sufficient funds in your Bill Payment Account to make the payment on the processing date;
2. For delays in mail delivery;
3. For changes to the Payee's address or account number unless you have advised us of the change sufficiently in advance;
4. For the failure of any Payee to correctly account for or credit the payment in a timely manner; or
5. For any other circumstances beyond the control of the Bank.

Bill Payment Service transactions can be sent on the same business day that you are scheduling the transaction up until the Bill Payment Cutoff Time. For all entries made using the Online Banking Service, the time recorded by the Online Banking or Bill Payment Service will be considered the official time of the transaction.

Bill Payment Service will be deactivated if left unused for a period of six (6) consecutive months or longer. In order to keep the Bill Payment Service from becoming deactivated, you must make at least one (1) bill payment every six (6) months. If Bill Payment Service lapses, you will lose all Payee information and must re-enroll in order to begin using the Bill Payment Service again.

ELECTRONIC BILL PRESENTMENT (E-BILLS)

Electronic Bill Presentment (also referred to as “e-Bills”) is an optional feature of the Bill Payment Service. Electronic Bill Presentment is available for merchants or vendors who have chosen to participate in the service. By choosing to receive e-Bills through the Bill Payment Service, you agree that:

1. The availability of Electronic Bill Presentment for any particular Payee is determined by each Payee. The billing date for any Payee is at the discretion of each individual Payee.
2. For any Payee from whom you wish to retrieve and/or pay e-Bills, you authorize us to use the logon information you have previously established with such Payee(s), including your user ID and password, in order to retrieve and display the bill information on your behalf. You may be asked to provide details from a current bill from a Payee as an alternative validation method. Any logon credentials used by the Bill Payment Service will be encrypted, and stored on a separate computer system.
3. BayCoast Bank is not responsible if a Payee does not provide your bill for your retrieval, or if your bill is not available in a timely manner from a Payee, or if your bill summary is unavailable. It is solely your responsibility to contact your Payee(s) if there is a delay in receiving a bill, or if you do not receive bills.
4. A Payee may choose to discontinue electronic billing at any time, and without prior notice. You may choose to cancel the Electronic Bill Presentment service for a Payee at any time. If you cancel Electronic Bill Presentment, it is your responsibility to contact such Payee(s) to arrange to deliver your bill by other means.
5. Some of your Payees may choose to discontinue sending paper bills when you elect to receive e-Bills. Whether or not you continue to receive paper bills from any given Payee is at the discretion of that particular Payee. If you choose to discontinue electronic billing for a Payee, you must contact that Payee in order to make arrangements for another method of billing.
6. If you receive a paper bill in the mail and an e-Bill, and you pay both bills to a Payee, you agree to contact the Payee directly to resolve any overpayment situation that may arise.
7. BayCoast Bank is not responsible for the content or accuracy of the e-Bills you receive through the Bill Payment Service. You agree that you will address any issues with the accuracy of the billing information directly with the appropriate Payee(s).
8. The Bill Payment Service will store up to twelve (12) months of payment history. Images of your bills may be available for a shorter period of time, depending on the retention policy of each individual Payee. You may wish to print or save your bill images if you want to access them beyond their online availability. You may have the ability to purchase a CD-ROM annually, which contains copies of your Online Bill Payment history as well as your e-Bills.

CHANGING OR STOPPING PAYMENTS OR TRANSFERS

The Bill Payment Service must be used to cancel or change a Bill Payment. Bill Payments must be changed or canceled prior to 10:30 p.m. ET on the Bill Pay Business Day prior to the day the transaction is scheduled to be initiated. There is no charge for stopping, deleting, or changing a payment in this manner. If you ask us to cancel a payment after it is issued and we agree to do so, we will charge you a stop payment fee. We may not have a reasonable opportunity to act on any stop payment after the day the transaction is scheduled to be initiated. Although we will make a reasonable effort to accommodate your request, we will have no liability for failing to do so if we do not receive your request in a timely manner. Stop payment orders whether oral, written, or electronic, 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 within fourteen (14) calendar days after you call. After six (6) months, any 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.

The initiation by you of certain electronic fund transfers from your Bill Payment Account will effectively eliminate your ability to stop payment of the transfer.

To cancel or change a scheduled transfer, you must make the changes prior to 11:30 p.m. ET the day prior to the day of the scheduled transfer.

UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU (THE CONSUMER) MAY NOT STOP PAYMENT OF ELECTRONIC FUND TRANSFERS OR PAYMENTS, THEREFORE YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

FINANCEWORKS AND DEBIT REWARDS OFFERS – END USER LICENSE AGREEMENT

If you decide to use either FinanceWorks or the Debit Rewards Offers 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 the FinanceWorks Service (the “Service”) solely to manage your financial data, and the purchase rewards application (“Debit Rewards Offers”) to benefit from your BayCoast Bank ATM & Visa® CheckCard (“debit card”) purchases.

In addition to the FinanceWorks Service and the Debit Rewards Offers, the terms “Service” and “Debit Rewards Offers” also include any other programs, tools, internet-based services, components and any “updates” (for example, Service maintenance, Debit Rewards information, help

content, bug fixes, or maintenance releases, etc.) of the Service or Debit Rewards Offers if and when they are made available to you by us or by our third party vendors. Certain Service and Debit Rewards Offers 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) copy, reproduce, republish, upload, post, transmit, resell or distribute in any way the material from the FinanceWorks site or from the Debit Rewards Offers program; (iii) permit any third party to benefit from the use or functionality of the Service or Debit Rewards Offers, or any other services provided in connection with them, 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 Debit Rewards Offers or any services provided in connection with them, 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, Debit Rewards Offers or any services provided in connection with them except as expressly allowed under this license agreement.

Ownership: The Service and Debit Rewards Offers are 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, Debit Rewards Offers or any services provided in connection with them, 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, Debit Rewards Offers or any services provided in connection with them (collectively, "Account Data"). You are responsible for providing access and assigning passwords to other users, if any, under your account for the Service, Debit Rewards Offers or any services provided in connection with them, 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, e-mail 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, Debit Rewards Offers or any services provided in connection with them (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, Debit Rewards Offers or any services provided in connection with them 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 the Bank (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 FinanceWorks site and/or sent to your e-mail 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.

Third Party Services: In connection with your use of the Service, Debit Rewards Offers, or any other services provided in connection with them, you may be made aware of services, products, offers and promotions provided by third parties, ("Third Party Services"). If you decide to use Third Party Services, you are responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party is responsible for the performance of the Third Party Services.

Third Party Websites: The Service may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under our control. We are not responsible for the content of any Third Party Website or any link contained in a Third Party Website. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Websites, and the inclusion of any link in the Service, Debit Rewards Offers or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Website. In no event will we be responsible for the information contained in such Third Party Website or for your use of or inability to use such website. Access to any Third Party Website is at your own risk, and you acknowledge and understand that linked Third Party Websites may contain terms and privacy policies that are different from ours. We are not responsible for such provisions, and expressly disclaim any liability for them.

Export Restrictions: You acknowledge that the Service may contain or use software that is subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the Service, directly or indirectly, to: (1) any countries that are subject to U.S. export restrictions; (2) any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that this product may include technical data subject to export and re-export restrictions imposed by U.S. law.

Debit Rewards Offers: If you decide you wish to participate in the Debit Rewards Offers application, you acknowledge and agree to the following terms and conditions of service.

Debit Rewards. You will earn rewards for your participation in the Debit Rewards Offers program based on total purchases. If you participate in the Debit Rewards Offers, we will credit all cash or point rewards earned to your rewards balance and send you a lump sum of all rewards due to you. For any qualifying purchases during the current month, we will distribute the lump sum amount to you during the following calendar month. For example, if the payment date of all rewards end user disbursements is August 30, the applicable Measurement Period would be the calendar month ended July 31. Cash rewards will be deposited in the Debit Rewards Offers deposit account which is associated with the Debit Rewards Offers program.

Debit Rewards Offers Account. You must use the debit card associated with the Debit Rewards Offers account in order to receive the offers which qualify for the rewards. Rewards will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types.

Purchases must be made as indicated in the offers made available under the Debit Rewards Offers program. Each offer will specify whether the purchase can be made online, at a store location, or by telephone to be eligible for rewards. You must also comply with any guidelines included with the offer, such as offer expiration dates, minimum purchase amounts, purchase limits, etc. You must also pay using the debit card associated with the account that received the Debit Rewards offer in order for the purchase to qualify.

While we and the merchants work hard to properly track and credit all eligible purchases, there may be times that we are unable to do so because of problems with your Internet browser, the merchant's web site, or our system. Please contact our Electronic Banking Department if you believe you have made a qualifying purchase for which you did not receive Rewards.

Please note that you will not earn rewards as part of this program if you use a debit card not issued by us or do not have the designated deposit account opened with us at the time of disbursement.

You understand and agree that we make no warranties and have no liability as to:

- Any offers, commitments, promotions, money back, or other incentives offered by any of the merchants in the Debit Rewards Offers program.
- The rewards information that we provide to you, which is provided “as is” and “as available.”
- Your inability to comply with offer guidelines, (ii) the accuracy, timeliness, loss or corruption, or mis-delivery, of any qualifying purchase information or any other information, (iii) unauthorized access to your account(s) or to your account information and any misappropriation, or alteration, of your account information or data, to the extent that the unauthorized access results from your acts or omissions, or (iv) your inability to access your account(s) including, but not limited to, failure of electronic or mechanical equipment, interconnect problems with telephone providers or internet service providers, acts of God, strikes, or other labor problems.
- Some states do not allow limitations on how long an implied warranty lasts, so that the above limitations may not apply to you, and that you may also have other rights, which vary from state to state.

ELECTRONIC MAIL (E-MAIL)

If you send the Bank an e-mail message, the Bank will be deemed to have received it on the following Business Day. The Bank will then have a reasonable time to act on your e-mail.

You should not rely on e-mail if you need to communicate with the Bank immediately—for example, if you need to report an unauthorized transaction from one of your accounts or if you need to stop a payment that is scheduled to occur.

- E-mail transmissions are not secure. Thus, we request that you do not send us or ask for sensitive information such as account numbers, passwords, account information, etc. via any general or public e-mail system.

FEES AND CHARGES

Fees and charges associated with Online Banking and Bill Payment Service (including Electronic Bill Presentment) are set forth in our Miscellaneous Fees and Charges disclosure.

OUR LIABILITY

We will process and complete all Online Banking transactions and transactions initiated through the Bill Payment Service which comply with the terms of this Agreement. If we do not complete such a transaction, we will be liable for your losses or damages. However, we shall incur no liability if we are unable to complete any transaction initiated by you because of the existence of one or more of the following circumstances:

1. Through no fault of ours, your account does not contain sufficient funds to complete the payment. Transactions are based on available funds in accordance with our funds availability policy;
2. If the transfer or payment will exceed the credit limit on your overdraft line;
3. The Online Banking or Bill Payment Service, your communication line, your personal computer, or modem was not functioning properly and you knew about the malfunction or were advised of it by us when you started the transaction;
4. The Payee mishandles or delays a payment properly sent by us;
5. You did not properly initiate a transaction or provide us with the correct names and account information for those Payees to which you wish to direct payment;
6. Circumstances beyond our control (such as, but not limited to, fire, power outage, equipment or technical breakdown, flood, or other outside force) prevent the proper execution of the transaction and we have taken reasonable precautions to avoid those circumstances;
7. You instruct us to make a type of payment, such as tax payment or court-ordered payment, which we cannot make;
8. The funds are subject to legal process or other hold or encumbrance restricting such transfer.

INSUFFICIENT FUNDS

If you have instructed us to make a payment for which there are insufficient available funds in your Bill Payment Account on the date the payment is debited to your account, the payment may not be made and the Bill Payment Service will automatically block future bill payments until the account has sufficient funds. The Bank will attempt to notify you by e-mail or U.S. Postal Mail, but the Bank shall have no obligation or liability if it does not complete a payment because there are insufficient funds in your account to process a payment. In all cases, you are responsible for either contacting us at 508-678-7641 or 1-888-223-3400 to either make alternate arrangements for the payment and/or reschedule the payment through the Bill Payment Service. In the case of fixed payments, only the payment currently scheduled will be impacted. Fixed payments scheduled for future dates will not be affected.

DOCUMENTATION

Any documentation provided to you, which indicates that an electronic fund transfer was made will be admissible as evidence of the transfer and will constitute prima facie proof that, the transfer was made.

STATEMENTS

All transactions made through Online Banking or the Bill Payment Service will appear on your monthly account statements. The Payee name, amount of payment, and transaction date will be reflected for each payment made through the Bill Payment Service.

USER CONFIDENTIALITY/SECURITY

We identify users by their unique User ID and Password. All transactions initiated with your User ID and Password will be attributed to you. You agree not to give or make available your User ID and Password to any other individuals, including anyone claiming to represent us. You acknowledge that we will never ask you for your Password, and that our employees do not need your Password for any reason.

In order to protect yourself against fraud, you need to adhere to the following guidelines:

1. Do not give out your account information, password, or Social Security Number;
2. Do not leave your PC unattended while you are using Online Banking and/or Bill Payment Service;
3. Never leave your account information within range of others; and
4. Do not send privileged account information (account number, password, etc.) in any public or general e-mail system.

YOUR LIABILITY IF USER ID OR PASSWORD IS COMPROMISED

Tell us AT ONCE if you believe that your User ID and/or Password has been lost, stolen, or otherwise compromised. You should also immediately change your Password. Calling us immediately is your best course of action to minimize potential losses. You may be liable for the unauthorized use of your User ID and/or Password. You will not be liable for unauthorized use that occurs after you notify us of the loss, theft, or unauthorized use. In any case your liability will not exceed \$50.00. You can contact us by coming in to a branch during business hours, calling us at 508-678-7641, or 1-888-223-3400 between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays or via mail at BayCoast Bank, Electronic Banking Department, P.O. Box 1311, Fall River, MA 02722-1311.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ONLINE BANKING OR BILL PAYMENT SERVICE; ERROR RESOLUTION PROCEDURES

Refer to our Electronic Fund Transfers Agreement and Disclosure for information on how to dispute and resolve erroneous transactions associated with Online Banking and Bill Payment Service.

JOINT ACCOUNTS

If your account is a joint account, any account holder has the authority to use the Online Banking and Bill Payment Service. You agree to be jointly and severally liable under the terms of this Agreement and all other agreements which govern your account.

EQUIPMENT

We are not responsible for any loss, damage, or injury resulting from (i) an interruption in your electrical power or Internet access; (ii) the disconnection of your Internet access by your Internet service provider or deficiencies in your connection; or (iii) any defect or malfunction of your personal computer, modem, or Internet access.

DISCLOSURE OF YOUR ACCOUNT INFORMATION

In order that your privacy may be protected, we will not disclose information to third parties about you or your account except in the situations noted in the BayCoast Bank privacy notice previously provided to you, which gives details about if or when we disclose information. Our privacy notice is also available online at <http://www.baycoastbank.com/home/security>.

SECURITY

We are committed to protecting the security and confidentiality of information about your account and use of the Online Banking and Bill Payment Service. BayCoast Bank has taken reasonable and appropriate measures to ensure that any personal information is always secure on BayCoast Bank's Online Banking website. However, we cannot guarantee that the nonpublic personal information that may have previously been provided will not be intercepted by others and unencrypted or compromised. BayCoast Bank will not be held liable for any security breach that occurs for reasons outside of its control.

AMENDMENTS TO TERMS AND CONDITIONS

The terms, conditions, fees, and service charges applicable to Online Banking and Bill Payment Service may be changed by us from time to time. In such event, we shall send e-mail notice to your e-mail address, as it appears on our records, and you will be deemed to have received such e-mail three (3) days after it is sent. We also reserve the right to send such notice by U.S. Postal Mail. Any use of the Online Banking or Bill Payment Service after a change or changes take effect will constitute your agreement to such changes.

If the change results in increased costs or stricter limitations, we will give you thirty (30) days notice. If an immediate change is necessary, for security reasons, we may make the change without any prior notice.

ADDRESS CHANGES

We may rely on your address, including, without limitation, your e-mail address, as it appears on our records for any and all communications we send to you unless and until you notify us in writing at BayCoast Bank, Electronic Banking Department, P.O. Box 1311, Fall River, MA 02722-1311 of a change of address, and we have had a reasonable opportunity to act on such notice.

TERMINATION

Unless otherwise required by applicable law, we may terminate this Agreement for any reason in our sole discretion. You also have the right to terminate the services provided under this Agreement by calling us at 508-678-7641 or 1-888-223-3400, or writing to BayCoast Bank, Electronic Banking Department, P.O. Box 1311, Fall River, MA 02722-1311. If you call, we may require you to put your request in writing and send it to us within ten (10) business days after you call. However, termination of this Agreement will be effective the day you call.

BayCoast Bank
P.O. Box 1311
Fall River, MA 02722-1311
Tel: 508-678-7641
Toll-free: 1-888-806-2872
www.baycoastbank.com



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