

**THE BANK OF NEW CANAAN**  
**Customer Agreement and EFT Disclosure Statement**

In this agreement "you", "your", and "yours" refers to each of you that will be using the Online Banking Services described in this agreement. "We", "us", "ours", and "Bank" refers to The Bank of New Canaan. "Account" refers to the deposit, loan and overdraft protection accounts that you can access using The Bank of New Canaan Online Banking Services. These include all Accounts that have been opened using your name and social security number to designate you as the primary Account holder, even if the Account is a joint Account. This agreement contains the terms and conditions governing The Bank of New Canaan Online Banking Services for which you have applied. The Bank of New Canaan Online Banking Services is an electronic banking and information service which permits you to access designated deposit and loan Accounts via the Internet through the use of your personal computer and a browser.

1. *Use of The Bank of New Canaan Online Banking Services.* To become eligible to use The Bank of New Canaan Online Banking Services, you must complete an application. When your application is accepted, we will provide you further instructions with regard to the use of The Bank of New Canaan Online Banking Services. Before you use The Bank of New Canaan Online Banking Services you should read this Agreement and any instructions we send you which describe The Bank of New Canaan Online Banking Services in greater detail. Your use of any of The Bank of New Canaan Online Banking Services means that you agree to the terms and conditions stated in this Agreement and the instructions we will send to you.

2. *Deposit and Credit Agreements.* The terms and conditions in this Agreement are in addition to any deposit account, loan, overdraft protection or other agreement you have with us relating to your Accounts, including any disclosures made pursuant to such agreements. You must maintain your Accounts in good standing with The Bank of New Canaan in order to perform transactions through those Accounts under The Bank of New Canaan Online Banking Services.

3. *Equipment Requirements.* In this Agreement, the term "Computer" shall mean your computer and modem and any other equipment used to access the Internet. The operation of your equipment, including, but not limited to, your computer modem, and the Internet access through your Internet access provider is your responsibility. We are not responsible for any errors or failures from any malfunction of your Computer or your software, and we are not responsible for any computer virus or related problems that may be associated with the use of The Bank of New Canaan Online Banking Services.

**WE DISCLAIM ALL WARRANTIES REGARDING THE BANK OF NEW CANAAN ONLINE BANKING SERVICES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

4. *Description of The Bank of New Canaan Online Banking Services.* Depending on the services requested by you in your Application, The Bank of New Canaan Online Banking Services allows you to perform some or all of the following functions for your designated Accounts:

- ! Obtain account balances and transaction information for your loan and deposit Accounts
- ! Transfer funds between your deposit accounts
- ! Order checks or deposit tickets
- ! Request copies of checks and information on your Accounts
- ! Send electronic mail (Email) to us
- ! View statements for your deposit and loan Accounts that you have with us
- ! Obtain a loan advance from your overdraft protection Account, pursuant to the terms of the agreement that governs that Account, when you overdraw your checking Account.
- ! Request stop payments

These features of The Bank of New Canaan Online Banking Services are limited by and subject to the terms set forth below:

(a) Transfers between checking, savings or money market accounts are limited to those accounts indicated on your application and having the same primary SSN or TIN.

(b) Your ability to transfer funds from your savings and money market accounts is limited by federal law, as stated in your Deposit Account Agreement. You may make six (6) transfers from your account each four (4) week or similar period, If by preauthorized or automatic transfer, or telephone (including data transmission) agreement, order or instruction or by check, draft, debit card or similar order (including POS transactions), made by the depositor and payable to third parties. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited.

(c) There may be a one (1) business day delay in transferring funds between designated deposit Accounts depending upon the day and time on which you request the transfer. Transfers are subject to funds availability.

(d) A transfer from an overdraft protection Account will be treated as a loan advance from that account and is subject to the agreement that governs that Account. When using The Bank of New Canaan Online Banking Services to make transfers from your overdraft protection Account, you agree that we may take any action required to obtain loan advances on your behalf, including charging your overdraft protection Accounts at The Bank of New Canaan without your signature.

(e) No transfers may be made from any account that requires two or more signatures.

(f) Balance and transaction information provided on any day will generally be current only as of the close of business on the preceding business day. Transactional

information for your Accounts will be available from the date you begin using The Bank of New Canaan Online Banking Services for a period of 90 days.

(g) Email sent by you will not be immediately received by us. See Section 9 if you need to contact us immediately (for example, to report an unauthorized transaction from an Account, to stop payment on a check, to report a lost or stolen credit card). No action will be made on your email request until we actually receive your message and have a reasonable opportunity to act. You cannot use email to transfer funds between Accounts or to conduct transactions. You must follow the instructions for The Bank of New Canaan Online Banking Services to accomplish these activities.

Email transmissions through general or public email are not secure. We therefore request that you do not send us or ask us for sensitive information such as account numbers or Access Information through any general or public email system. E-mail from the "Internet Banking Support" page on our web site is routed through the general email system; it should only be used to report problems with the website.

If you wish to contact us electronically regarding your banking relationship, please use the electronic form provided when you click on the "mail" button on The Bank of New Canaan Online Banking Services site.

(h) For security reasons, we may limit the frequency and dollar amount of transactions from your Accounts.

(i) Stop Payments placed through the online system are treated as written Stop Payments and are valid for 6 months. The placing of a Stop Payment is governed by the bank's Stop Payment Agreement which was previously provided to you as part of the Terms and Conditions on your account.

(j) We may modify The Bank of New Canaan Online Banking Services from time to time in accordance with applicable law. Additional services or accounts may become accessible through The Bank of New Canaan Online Banking Services in the future. As each becomes available you will be provided with a description of each such service or account and fees and will be given the opportunity to access each through The Bank of New Canaan Online Banking Services. Your use of these new services or accounts shall mean that you agree to any additional terms and conditions as well as payment of fees. We reserve the right to delete or modify any services or accounts from The Bank of New Canaan Online Banking Services.

5. To access your Account you will need a Username and Password (hereafter called "Access Information"). We will assign you a Username and initial Password. During your first use of The Bank of New Canaan Online Banking Services, you are required to change the initial Password and may change your Username. Your access will also be subject to various dual authentication procedures including but not limited to challenge questions, random images, a Security Key and other features designed to protect your account from unauthorized use. You may choose any Password you wish as long as it is between 6 to 17 characters. We do not have access to the Password you choose. **You**

**agree to keep the Access Information confidential to prevent unauthorized access to your Accounts and to prevent unauthorized use of The Bank of New Canaan Online Banking Services. Your Access Information may be revoked or canceled at any time without giving you prior notice to assist us in maintaining the security of your Accounts. The Access Information is used to identify you as an authorized user of The Bank of New Canaan Online Banking Services. You therefore agree not to reveal your Access Information to any person or third party (such as a bill payment aggregator or a joint account holder) without our prior specific authorization. The security of your Accounts depends upon you maintaining the secrecy of your Access information.** If you believe that the secrecy of your Access Information has been compromised you should call us AT ONCE at the number in Section 9, and you should change your password.

**We recommend that you change your Password often. If you forget your Password, you must contact us to have a new Password issued to you. We will, generally, require written authorization from you to issue a new Password, thus it may take several days before you receive this new Password. You should keep your Password in a secure location and separate from your computer.**

6. Periodic Statements. Your periodic statements for your Accounts will include any transfers you authorize using The Bank of New Canaan Online Banking Services, as well as your other Account activity.

7. Business Days and Hours of Operation. For the purposes of this Agreement, our business days include every day other than Saturday, Sunday or one of the federal or state banking holidays. The Bank of New Canaan Online Banking Services can only make transfers on business days although you may use your computer to access The Bank of New Canaan Online Banking Services 24 hours a day, seven days a week, except during any special maintenance periods. We attempt to schedule normal maintenance and account information updates between 1:00 and 6:00 a.m.

8. Your Liability. You are responsible for all transfers you authorize using The Bank of New Canaan Online Banking Services.**If you permit other persons to use The Bank of New Canaan Online Banking Services or your Access Information, despite our instructions not to do so, you are responsible for any transactions they authorize from your Accounts.**

Tell us AT ONCE if you believe your Access Information has been lost or stolen. Telephoning, as provided in Section 9, is the best way of keeping your possible losses down. You could lose all the money in your deposit Accounts (plus your maximum overdraft protection line of credit). If you tell us within two (2) business days, you can lose no more than \$50 from each deposit Account if someone used your Access Information to access your deposit Account without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Access Information, and we can prove we could have stopped someone from using

your Access Information without your permission if you had told us, you could lose as much as \$500 from each deposit Account.

Also, if your statement shows transfers from a deposit Account that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

With regard to loan Accounts, including your overdraft protection Account, refer to the agreements that govern such accounts for any applicable limitations on your liability in connection with unauthorized use of your loan Accounts.

9. Contact in Event of Lost or Stolen Username or Password or Unauthorized Transactions. If you believe that any of your Access Information has been lost or stolen or that someone transferred or may transfer money from your Account without your permission, call us immediately at:

(203) 972-3838 and ask for the Electronic Banking Department

Or write us at: The Bank of New Canaan  
208 Elm Street  
New Canaan, CT 06840  
Attention: Electronic Banking Department

10. Our Liability. We will be responsible for your actual losses if they were directly caused by our failure to complete a transfer to or from your Accounts on time or in the correct amount according to our agreements with you. However, there are some exceptions. We will not be liable, for instance:

(a) If, through no fault of ours, you do not have enough money in your Account to complete a transaction from that Account, or if withdrawals from any of your Accounts have been prohibited by a court order such as a garnishment or other legal process, or if that Account has been closed.

(b) If the transfer would go over the credit limit on your overdraft protection line of credit or that Account has been closed.

(c) If you have not properly followed your The Bank of New Canaan Online Banking Services instructions on how to make a transfer or if your Computer, software or other equipment fails or malfunctions.

(d) If you have not given us complete, correct and current instructions so that we can make a transfer.

(e) If we have reason to believe that a transaction has not been properly authenticated or is fraudulent or illegal.

(f) If The Bank of New Canaan Online Banking Services was not working properly and you knew or should have known about the breakdown when you attempted to authorize a transfer.

(g) If circumstances beyond our control prevent the making of a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include delays or losses of payments caused by equipment failure or breakdown, acts of God or other conditions beyond our control. We will be responsible for acting only on those instructions sent through The Bank of New Canaan Online Banking Services which we actually receive.

(h) For other exceptions to our liability as stated in the Electronic Fund Transfer Agreement.

(i) For any indirect, incidental, special or consequential damages if our failure was not intentional and resulted from a bona fide error, notwithstanding our procedures to avoid such error.

11. Error Resolution. In case of errors or questions about your The Bank of New Canaan Online Banking Services transactions, contact us immediately.

(A) Deposit Accounts

Telephone us at: (203) 972-3838 and ask for the Electronic Banking Department

Or write us at: The Bank of New Canaan  
208 Elm Street  
New Canaan, CT 06840  
Attention: Electronic Banking Department

Loan Accounts (including overdraft protection Accounts): Write or telephone us at the address set forth in the Agreement governing such Account or on your periodic statement for that Account. For Loan Account transactions, if you telephone us instead of writing, you may lose certain rights the law gives you to dispute billing errors.

If you think your statement is wrong or if you need more information about a transaction listed on the statement, we must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. You must:

- ! Tell us your name and Account number(s)
- ! Describe the error or the 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
- ! 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 ten (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 credit 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 credit your account.

For errors involving new Accounts, we may take up to 90 days to investigate your complaint or question, and 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 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.

(B) Loan Accounts (including overdraft protection Accounts). You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your loan Account bill that are not in question. While we investigate your question, we cannot report the amount in question as delinquent or take any action to collect the amount you question.

12. Charges for The Bank of New Canaan Online Banking Services. Any charges for use of The Bank of New Canaan Online Banking Services will be disclosed on our schedule of charges. Our standard account charges and fees shown in the deposit account agreement and loan agreements will continue to apply. These were provided to you when you opened your Account and whenever we notify you of a change, as required by applicable law.

13. Disclosure of Account Information to Others. We will disclose information to third parties about you, your Accounts or the transfers you make under the following circumstances:

(a) We have entered into an agreement to have another party assisting us in providing The Bank of New Canaan Online Banking Services. In order to carry out your instructions we will provide this party with, or it will receive from you, information about your designated Accounts, your transactions through The Bank of New Canaan Online Banking Services, and your email messages;

(b) Where it is necessary for completing transfers;

- (c) In order to verify the existence and condition of your Accounts for a third party, such as a payee or holder of a check issued by you or a credit bureau;
- (d) In order to report our experience regarding your Accounts or The Bank of New Canaan Online Banking Services transactions to financial institutions and credit reporting agencies;
- (e) To collect any debt that you may owe to us;
- (f) We may collect customer Account data for the purpose of learning about aggregate customer usage patterns, customer telephone inquiries, and the effectiveness of The Bank of New Canaan Online Banking Services, but shall not disclose individual identifiable information except as provided in this Section;
- (g) In order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal processes and in order to give information to any government agency or official having legal authority to request such information;
- (h) If you give us your written permission; or
- (i) For any of the reasons listed in the Electronic Fund Transfers Agreement.

14. **Data Recording.** The information and electronic mail messages you enter on The Bank of New Canaan Online Banking Services may be recorded. By using The Bank of New Canaan Online Banking Services, you consent to such recording.

15. **Amendment of this Agreement.** We may at any time (subject to legal restrictions) amend this Agreement. We will notify you of any amendment to this Agreement as required by law. The Bank of New Canaan Online Banking Services will then be governed by the Agreement as amended.

16. **Assignment.** We may assign our rights and delegate our duties under this Agreement to any other party.

17. **Termination.** This Agreement and your ability to use any or all of The Bank of New Canaan Online Banking Services may be terminated at any time by us or you upon giving notice of the termination to the other party. If you terminate The Bank of New Canaan Online Banking Services, you authorize us to continue making transfers you have previously authorized until such time as we have had a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will make no further transfers from your Accounts, including any transfer you have previously authorized. If we terminate your use of The Bank of New Canaan Online Banking Services, we reserve the right to make no further transfers from your Accounts, including any transactions you have previously authorized.

18. Severability. If any provision of this Agreement is held invalid, illegal, void or unenforceable by any rule or law, administrative order or judicial decision, all other provisions of the Agreement shall remain in full force.

19. Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Connecticut and applicable federal law.

20. Attorney's Fees. If you bring a legal action against us or if we bring a legal action against you and the legal action involves electronic fund transfers or matters discussed in this agreement, you agree to pay all of our attorneys fees if we win.

21. The Account Alerts service is a tool for managing accounts. However, Account Alerts should not be relied upon solely for account information. Although The Bank of New Canaan makes every effort to ensure alerts are delivered as expected, there are conditions that may make the alerts unreliable such as, but not limited to: spam filters, relay detectors, inaccurate or obsolete email addresses, network or system failures, etc. The Bank of New Canaan recommends that the service be tested prior to regular use to identify any limiting conditions that may be present. The Bank of New Canaan does not guarantee the delivery of any account alert. If you have any questions regarding this service, please contact The Bank of New Canaan customer service at (877) 966-1944.