

Please Read the Access Agreement Below.
When finished, click on the "Agree" button at the bottom to sign up for Simsbury Bank Online.

Simsbury Bank Online Personal Banking Access Agreement

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I. Introduction

This Simsbury Bank Online Personal Banking Access Agreement ("Access Agreement") for accessing your Simsbury Bank accounts using the Internet explains the terms and conditions governing the account and bill payment services offered through Simsbury Bank Online Personal Banking ("Simsbury Bank Online "). By using Simsbury Bank Online services, you agree to the terms and conditions of this Access Agreement and acknowledge your receipt of this Access Agreement and understanding of its terms. This Access Agreement will be governed by and interpreted in accordance with Federal laws and regulations and to the extent there is no applicable Federal law or regulation, by the laws of the State of Connecticut. The terms "we," "us," "our," "~~The~~ Simsbury Bank," and "Bank" refer to Simsbury Bank & Trust Company. "You" refers to each owner on an account enrolled under this Agreement. The term "business days" means Monday through Friday, excluding Saturday, Sunday, and Federal holidays. "Business day processing hours" are 8:00 AM Eastern Time through 5:00 PM Eastern Time. "Non-business Day scheduled hours" refers to processing schedules to comply with requirements of the Bank and any associated third party processors such as FedLine (Wire), Automated Clearing House (ACH), OSI ASP Services, On Line Resources and other related services.

Simsbury Bank Online can be used to access your Simsbury Bank accounts. "Activated Account" means a Simsbury Bank account which the Bank has enrolled for Simsbury Bank Online services. Each of your accounts at Simsbury Bank is also governed by the applicable account disclosure statement ("Deposit Agreement and Disclosure") published from time to time.

Important: Responsibility for Your Account

You are solely responsible for the security of your Sign-On ID and Pass Code. Any transaction made using your Sign-On ID and Pass Code is conclusively presumed to have been authorized by you.

YOU UNDERSTAND AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ALL LOSS OR DAMAGE OF ANY KIND RESULTING FROM ACTS OR OMISSIONS WITH RESPECT TO YOUR ACCOUNTS THROUGH SIMSBURY BANK ONLINE. YOU ARE ALSO RESPONSIBLE

FOR ALL LOSS OR INJURY RESULTING FROM ANY UNAUTHORIZED USE OF YOUR SIGN-ON ID OR PASS CODE.

II. Accessing Your Simsbury Bank Accounts through Simsbury Bank Online

1. Requirements

To enroll your accounts through Simsbury Bank Online, you must have a Simsbury Bank account. You must follow the online banking setup instructions accessible by means of your personal computer Internet connection at Simsbury Bank's web site, <http://www.simsburybank.com>. Alternatively, the Bank may establish other secure procedures for enrollment in and/or access to Simsbury Bank Online, or any portions of Simsbury Bank Online, and for authorization of any transactions in your Activated Account(s), you must have a Taxpayer Identification Number (TIN). The TIN must be your Social Security Number (SSN). A DBA (Doing Business AS) account must be operating under a TIN, which must be the owner's Social Security Number to have access to these accounts. Simsbury Bank cannot enroll minors, 16 years of age or younger, Payable on Death for account, or Two Signature Required accounts. Most trust accounts can be enrolled however you may call us to verify if your trust account may or may not be enrolled. Once you have accepted this Access Agreement and your account information is verified, you may immediately have access to your account information. If your enrollment is denied you may contact the Internet Banking Administrator at 860-651-2096.

2. Your Sign-On ID and Pass Code

When enrolling in Simsbury Bank Online you will be asked to provide a Sign On ID and a Pass Code. You should memorize them and not write them down. You must protect the confidentiality of your Sign On ID and Pass Code. You can change your Pass Code at any time by using the 'Options' button. We strongly recommend that you change your Pass Code at least several times a year. Your Pass Code should meet the following Criteria:

- 8-15 character minimum
- One character must be a letter
- One character must be a number
- One character must be upper-case
- One character must be lower-case
- Does not use your username or your first or last name.

You must protect the confidentiality of your Sign-On ID and Pass Code. For security purposes, it is recommended that you memorize your Sign-On ID and your Pass Code. Do not write them down, do not give them to others, and do not keep them in a place where others may have access to them. If you suspect that your Pass Code and/or Sign-On ID has(ve) been lost or stolen, or that someone made an unauthorized transaction on your account, please immediately notify Simsbury Bank and change your Pass Code. It is strongly recommended that you change your Pass Code at least a few times a year, even if you have no reason to think it was compromised. No Simsbury Bank employee will ever ask you for your Pass Code.

You should never include your Sign-On ID or Pass Code in any verbal, written, faxed, or e-mail communication with us.

3. Acceptance of the Electronic Disclosure Agreement

You must consent to electronic deliveries of disclosures. Simsbury Bank will make electronic disclosures or revised electronic disclosures available to you through the Mailbox feature of Simsbury Bank or in an email sent to you. The email may contain the disclosure or revised disclosure or it may provide the address of the Internet web site or other location where the disclosure or revised disclosure has been made available.

4. Mail Box Services

Public e-mail services are not considered secure by the Bank. As a convenience, in order for you to direct questions about your account(s) to Simsbury Bank Online Support and to provide general feedback, the Bank provides free Mail Box Services making use of the Internet and using a secure connection. You must use Mail Box Services to request an address change if you are making the request using Simsbury Bank Online. Mail Box Services are accessible after you sign on to Simsbury Bank Online using your Sign-on ID and Pass Code. You cannot use Mail Box Services to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within Simsbury Bank Online.

5. Hours of Accessibility

You can generally access your Simsbury Bank activated accounts through Simsbury Bank Online seven (7) days a week, twenty-four (24) hours a day. However, at certain times, some or all of Simsbury Bank Online may not be available due to system maintenance. We will attempt to notify you through the online Mail Box option when scheduled maintenance is anticipated.

6. Computer Requirements

Simsbury Bank Online requires use of certain software, a computer, an Internet Service Provider (ISP), a modem or router (at least 56,000 baud is recommended), and Browser software which supports 128-bit encryption (if you use wireless access to the Internet, you should consider using 256-bit encryption), Secure Socket Layer 3.0 (SSL). For best results, we recommend the most current approved version from Microsoft, Mozilla, Firefox, Safari, Google or any well established and trusted company.

In this Agreement, the computer and modem you need to use this software are collectively referred to as your "Computer". You are solely responsible for the selection, installation, maintenance and operation of your Computer. Your Computer must be compatible with our operations in order to access your accounts or to use our Bill Payment Service.

7. Unauthorized Transactions in Your Simsbury Bank Accounts

Notify us immediately if you believe another person has improperly obtained your Pass Code or Sign On ID. Also notify us immediately if someone has transferred or may transfer money from your account without your

permission, or if you suspect any fraudulent activity on your account. You must promptly examine your monthly statement upon receipt and notify us within sixty (60) days if your records and ours disagree. Only reveal your account number to a legitimate entity for a purpose you authorize (for example, your insurance company for automatic payments). To notify us, contact Simsbury Bank through Simsbury Bank Online Mail Box function or fax Simsbury Bank at (860) 408-4679 Attn: Internet Banking Administrator or telephone Simsbury Bank Online Support at (860) 651-2096 or your local branch or write Simsbury Bank at 981 Hopmeadow Street, P.O. Box 248, Simsbury, CT 06070.

8. Electronic Communications

Simsbury Bank is authorized to act on any instruction, authorization, request, notice, document, representation, warranty, direction, payment order, or other debit or credit order (collectively, an "Instruction") or portion thereof submitted by you using Simsbury Bank Online services as if such Instruction or portion thereof was submitted on a printed form and signed by you. Simsbury Bank has no other or greater responsibilities with respect to any such document submitted through Simsbury Bank Online services than with respect to documents submitted on paper. Any part of Simsbury Bank Online services or documents related thereto sent electronically shall be considered to be a "writing" or "in writing" and shall constitute an "original" when printed from electronic files or records established or maintained in the normal course of business by Simsbury Bank.

You acknowledge that use of the Internet, or any other electronic means of communication, exposes the communication to Simsbury Bank or from Simsbury Bank to access by unauthorized third parties. Simsbury Bank is not responsible for any losses incurred by you as a result of faulty hardware, software, web browser, internet service provider or telecommunications configuration utilized by you in connection with Simsbury Bank Online services, including, without limitation, interruption of electric power or telecommunications services, and any deficiency in the quality of transmission or inability to access Simsbury Bank Online services. Simsbury Bank is not responsible for any losses incurred by you as a result of the transmission of a computer virus by or through Simsbury Bank Online services. You further acknowledge and agree that access to the Internet and Simsbury Bank Online services are not within the control of Simsbury Bank and Simsbury Bank cannot guaranty access to Simsbury Bank Online services.

You understand that the equipment and software security levels Simsbury Bank requires and the use of Security Procedures (as defined below) are intended to minimize, but can not guaranty the elimination of the risk of access by unauthorized third parties. Your failure to maintain the required security levels or your failure to use the Security Procedures shall relieve Simsbury Bank of any liability to you for unauthorized transactions initiated by reason of your failure and you are liable and responsible to Simsbury Bank for any transactions so initiated.

Simsbury Bank employs standard SSL encryption technology designed to keep your private banking information and transaction requests safe. Although Simsbury Bank's technology is designed to safeguard any information you view or send through Simsbury Bank's encrypted website, certain types of malicious code ("Malware") may be present on your computer which compromises the confidentiality of your information, Sign-On ID and Pass Code. Some types of Malware log keystrokes as they are typed in, including Sign-On IDs and Pass

Codes in any online application that the you may use, and then make them available to others. To help keep your banking information safe from such threats, Simsbury Bank strongly advises that you maintain current anti-virus software as well as firewalls, spyware and adware removal tools on every server, PC, lap top, and other computers that access Simsbury Bank Online services. Many ISPs now provide anti-virus software at little or no cost. The other programs mentioned can be downloaded from the internet, usually at no cost, however it is important for you to verify that you are downloading this software from a reputable source. Most of these software packages are regularly updated to help keep computer assets safe from new threats. It is important that you update these programs frequently, according to the vendor and/or product's instructions, or enable a "live update" option many software packages offer.

9. Security Procedures

You must select and adopt a security procedure ("Security Procedure") from those available with Simsbury Bank for Simsbury Bank Online services. If Simsbury Bank follows the Security Procedure selected by you in acting on any Instruction believed by Simsbury Bank to be your Instruction: (a) you shall be bound by such Instruction, whether or not such Instruction is authorized by you and whether or not the Security Procedure is suitable or "commercially reasonable" for you, and (b) Simsbury Bank shall be entitled to rely on, without investigation, such Instruction.

Security Procedures are intended to confirm the authenticity of Instructions and not to detect errors in the content or transmission of Instructions, and Simsbury Bank assumes no responsibility for doing so. Simsbury Bank shall not assume any responsibility to discover, audit, or report to you any unauthorized disclosure or use of the Security Procedure or other breach of security by you, your agents or representatives or any third party, and all losses resulting therefrom shall be solely your responsibility. You shall promptly notify Simsbury Bank of any suspected breach of security.

You acknowledge that your selection of a Security Procedure for Simsbury Bank Online services shall for all purposes be deemed your acknowledgement that you have been advised of the various Security Procedures employed by Simsbury Bank for Simsbury Bank Online services, that you understand them, and that the Instructions you issue to Simsbury Bank under this Access Agreement with respect to Simsbury Bank Online services will employ a Security Procedure suitable to your particular circumstances, and that you agrees that such Security Procedures are commercially reasonable and meet your security requirements.

Simsbury Bank reserves the right to change the Security Procedures upon notice to you. Notwithstanding the foregoing, Simsbury Bank reserves the right, without notice to you, to take any security measure or employ any Security Procedure that it believes necessary.

YOU UNDERSTAND, ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

(A) THAT BY USING THE SECURITY PROCEDURES, ANY PERSON WILL BE ABLE TO CONDUCT TRANSACTIONS ON BEHALF OF YOU, USING SIMSBURY BANK ONLINE SERVICES AT YOUR RISK AND LIABILITY;

(B) YOUR FAILURE TO PROTECT AND USE THE SECURITY PROCEDURES MAY ALLOW AN UNAUTHORIZED PARTY TO (1) USE SIMSBURY BANK ONLINE SERVICES AT YOUR RISK AND LIABILITY, (2) SEND INFORMATION

AND COMMUNICATIONS TO OR RECEIVE INFORMATION AND COMMUNICATIONS FROM SIMSBURY BANK, AND (3) ACCESS YOUR COMMUNICATIONS AND FINANCIAL DATA;

(C) THAT YOU ARE RESPONSIBLE FOR THE ACTS OF EACH AUTHORIZED USER AND OF EACH PERSON, WHETHER OR NOT AUTHORIZED, WHO USES ANY SECURITY PROCEDURE; AND

(D) THAT YOU ASSUME THE RISK OF LOSS FOR ALL SUCH FRAUDULENT OR UNAUTHORIZED ACTS AND/OR USE OF ALL SECURITY PROCEDURES.

III. Account Services

1. Account Management

You can manage your personal accounts from your home or office on your computer. You can use Simsbury Bank Online to:

- View account balances and review transaction history.
- Transfer money between accounts.
- Pay bills directly to any merchant, institution or individual in the amounts and on the days you request using the Bill Pay service.
- Communicate directly with Simsbury Bank through Mail Box Services.
- Pay your loans using a Simsbury Bank checking or Savings Account.

These features are limited to the extent and subject to the following:

- Your ability to transfer funds between certain Simsbury Bank accounts may be limited by state or federal law, as stated in the Deposit Agreement and Disclosure.
- The Bank may not immediately retrieve the Mail Box message that you send. Therefore, you should not rely on Mail Box Services if you need to communicate with the Bank immediately – for example, if you need to stop payment on a check, to report a lost or stolen card, or to report an unauthorized transaction from one of your accounts. The Bank will not take action based on your Mail Box Service requests until it actually receives your message and has a reasonable opportunity to act upon your request.
- You should review transactional information at least once every thirty (30) days to assure the accuracy of your bank records. You will have access to transaction history information when you click on Accounts Overview page, then the account you wish to see, Click on the Advanced search options tab. This screen will allow you to research transaction detail between a start and end date. You are able to set history days using the Options Navigation button for the last sixty (60) calendar days or more.
- The Bank reserves the right to limit the frequency and dollar amount of transactions from your Activated Accounts for any reason, including security reasons.
- If you have a loan account with Simsbury Bank, you appoint the Bank as your agent for purposes of taking any action necessary to complete your request for a loan advance from your loan account and deposit the loan advance in your designated account at the Bank.
- Overdraft protection (i.e., credit extended to cover overdrafts due to insufficient funds) for any Activated Account will only be available if the Bank has approved an overdraft credit facility for such Activated Account.

- The statement information, transaction information and available balance information that you download through Simsbury Bank Online will be current as of the close of the previous Business Day. Your actual available balance may be higher or lower due to uncollected funds and holds or transactions posted since the close of the previous Business Day. This statement is for information purposes only and will not be equivalent at all times to the statement information on the Banks' records. The Bank's statement records shall control if there is any conflict with information reflected on your Simsbury Bank Online balance information.

2. Funds Transfers

You may initiate transfers of funds between designated activated accounts at Simsbury Bank. Online real time transfers between Activated Accounts are processed immediately if the funds are collected. Recurring or scheduled transfers are initiated prior to 10:00 a.m. on the appropriate Business Day. Recurring or scheduled transfers which fall on a Saturday are initiated on the previous Business Day (usually a Friday). Those which fall on a Sunday are initiated on the next Business Day (usually a Monday). By initiating the transfer of funds from a Simsbury Bank account, you represent and warrant to us that the balance of collected funds in the account is equal to or greater than the amount of the transfer. The number of transfers from a savings account is limited in the manner described in the applicable Deposit Agreement and Disclosure. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you may not transfer the portion of the funds held until the hold expires. You may call us at (860) 408-5493 to verify whether a transfer has occurred. Other than the provision of monthly account statements, we will not otherwise provide written or oral notice of transfers involving your accounts. The provisions of this Section III.B. shall survive termination of this Access Agreement.

3. Deposit Account Agreement and Disclosure Statement

Acceptance of your application for enrollment of your accounts under this Access Agreement does not (and nothing contained herein should be deemed to) modify your rights and obligations under your existing deposit Account Agreement and Disclosure which remains in full force and effect.

4. Account Statements

For each Activated Account we will provide you a detailed periodic statement for each monthly cycle in which an electronic transfer has occurred.

IV. Bill Payment Services

1. Using the Service

Simsbury Bank Online Bill Payment Service allows you to schedule bill payments through Simsbury Bank Online. You can schedule, at your option, the payment of your current, future and recurring bills from any of your eligible checking accounts enrolled at Simsbury Bank. There is no limit to the number of payments that may be authorized. You may pay any merchant, institution, or individual in the U.S. through the use of Simsbury

Bank Online Bill Pay Service. You understand and agree that you are solely responsible for any damages or loss of any kind resulting in payments to this type being made through Simsbury Bank Online bill payment services.

You authorize us to follow the payment instructions to the payee/merchants that you provide us through Simsbury Bank Online. When we receive a payment instruction, you authorize us to charge your Activated Account and remit funds to the payee on your behalf from the funds in your selected checking account. It is anticipated that most transactions will be completed on a timely basis. It is understood that if due to circumstances beyond the control of Simsbury Bank, particularly due to U.S. Postal Service delivery efforts, delays in handling and posting payments, slow-responding companies or financial institutions, some transactions may take a day or even a few days longer to complete. For this reason, it is recommended that you schedule all payments to be deducted from your checking account at least seven (7) business days before the actual due date.

We will use our best efforts to process all your payments promptly. However, Simsbury Bank shall incur no liability if it is unable to complete any payments initiated by you through Simsbury Bank Online because of the existence of any one or more of the following conditions:

- Your account does not contain sufficient funds to complete the transaction or the transaction would exceed the limit of your credit line or overdraft protection for the account.
- Simsbury Bank processing center is not working properly and you know or have been advised by the Bank or Simsbury Bank Online service about the malfunction before you execute the transaction.
- You have not provided us with the correct names, addresses or other account information for those persons or entities to whom you wish to direct payment.
- Circumstances beyond our control such as, but not limited to, communications or computer failure, fire, flood, or interference from an outside force that prevents the proper execution of the transaction.

You have the right to stop or change any scheduled payment. This can be done by contacting iPay directly at 1-855-397-4248. Or by contacting the Simsbury bank Online Admin at 860-651-2096.

2. Accuracy of Bill Payment Information

We cannot process bill payment entries on your behalf unless we have the correct name, account number and address for each creditor. You must also provide us with the correct payment amount. If the U.S. Postal Service rejects the transmittal of a payment due to an undeliverable address, the payment will be redirected to an appropriate address as determined by the bill payment company be resubmitted by the bill payment company, iPay. You alone are responsible for any loss or damage you may suffer as a result of providing us with erroneous information.

3. Cancellation of Bill Payment Services By You

You may cancel your bill payment entries by following the instructions provided through iPay. If, for any reason, you should wish to cancel all use of Simsbury Bank Online Bill Payment Services, we strongly suggest that you cancel all future bill

payments at the same time that you cancel your service, either by deleting those payments yourself using Simsbury Bank Online or by calling Simsbury Bank's Simsbury Bank Online Support at (860) 651-2096. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your bill pay service has been terminated.

4. Cancellation of Bill Payment Services By Bank

Simsbury Bank reserves the right to terminate your Simsbury Bank Online Bill Payment Service in whole or part, at any time without prior notice. Please note that your bill payment information will be lost if your service is terminated or otherwise disconnected. In the event that Simsbury Bank terminates your bill payment services you will be notified.

5. Bill Payment Fees

There is no monthly fee for using most services within Simsbury Bank Online, including the Bill Payment service. Should a fee be imposed in the future, you will be notified as provided in Section V.H. below. The fees for some special services, such as Stop Payments (see Section V.I.), will be imposed whether they are requested via Simsbury Bank Online or through a branch.

V. General Conditions

6. Payment Account

You must designate a payment account for selected services such as Simsbury Bank Online Bill Payment Service. It must be a checking account. You agree to pay promptly all fees and charges for services provided under this Agreement and authorize us to debit such fees from the account that you have designated as the payment account or any other account you have at Simsbury Bank for fees and any overdrafts.

If you close the designated payment account, you must immediately notify Simsbury Bank and identify a new payment account for the selected services. Additionally, if you close all Simsbury Bank accounts, you must immediately cancel all your Simsbury Bank Online services.

2. Maintenance of Account Balances

Simsbury Bank operates in both real time mode (upon receipt) and batch mode (at certain scheduled times) depending upon timing, scheduling, and method of receiving and posting transactions. Some batch transactions are posted to your account at various times throughout the Business Day. From time to time during any Business Day, Simsbury Bank may transmit or receive a balance file, which debits or credits your account. Transactions, which may be authorized online such as ATM and point of sale transactions, may also be posted to your account in real time mode. It is your responsibility to see that you have sufficient collected funds in your accounts throughout each day to cover all debits to each account at the time transactions are presented for payment. If there are insufficient funds, you may receive an email message in your Mail Box from iPay indicating that a transaction

will not be processed.

3. Overdrafts And Order of Payments

If your account has insufficient funds at the time Simsbury Bank performs any transaction (checks, ATM withdrawals, pre-authorized transactions, Simsbury Bank Online transfers and bill payments, etc.) that you have requested for a given business day, then:

1. Pre-authorized overdraft privileges will be exercised including transfers from checking, savings, or line of credit, but only to the extent authorized by the Bank in advance;
2. If your account still lacks sufficient collected funds, we may, in our sole discretion, give certain electronic funds transfers involving currency disbursement, like ATM withdrawals, priority; and
3. If your account still lacks sufficient collected funds, we may allow the electronic funds transfers initiated through Simsbury Bank Online to be completed resulting in an overdraft of your account, or we may choose not to process certain of your transactions.

If you have a scheduled payment that results in insufficient funds, the scheduled payment will not be processed, and no attempt will be made to retry processing the payment. If this should occur, you will receive notification in your email that you have provided. Your next scheduled payment will not be affected. You are responsible for making any scheduled payments, and paying any related charges or penalties, if Simsbury Bank is unable to make your payment due to insufficient funds or for any other reasons set forth in Section IV.A. above.

The Bank reserves the right, in its sole discretion, to refuse to process any item or any transaction which will result in an overdraft of your account, with the limited exception for accounts with preauthorized overdraft privileges. In addition, the bank may choose to close your account. In all events, you will be charged the insufficient funds charges that apply to your account.

4. Account Cancellation

If you wish to cancel any of Simsbury Bank Online services please contact Simsbury Bank Online Support using Mail Box Services. You may also telephone Simsbury Bank Online Support at (860) 408-5493. You can send cancellation instructions in writing to Simsbury Bank, 981 Hopmeadow Street, P.O. Box 248, Simsbury, CT 06070. You will remain responsible, however, for any transactions then in process and for any fees or overdrafts due at the point of cancellation.

5. Disclosure of Account Information to Third Parties

The Bank maintains procedures designed to protect confidential information about you and your use of the Bank's products and services. It is the Bank's practice not to share confidential information about you outside Simsbury Bank and third party vendors who provide services for the products provided to you, except as otherwise

disclosed and agreed to herein or in any other Agreement the Bank has with you. Third party vendors agree to guard your information and are prohibited from using such information independently from the Bank.

The Bank may access information about you and your credit account, deposit account, or other account at the Bank and related paper-based or electronic communications, records and data in transmission or storage with the Bank and third party vendors (collectively called the "Information"). The Bank will not release your Information to third parties outside Simsbury Bank and third party vendors except when (a) the Bank or you are compelled to disclose the contents of the records by a court order; (b) its disclosure is required by federal or state law or regulation; (c) disclosure is authorized in writing by you; (d) disclosure is made to the holder of a negotiable instrument drawn on the Bank as to whether the drawer has sufficient funds in the Bank to cover the instrument; (e) an inquiry has been made by a bank, savings association, or savings and loan association regulated under this title, or by a credit-reporting agency regulated under the Fair Credit Reporting Act solely for the express purpose of determining the credit worthiness of you as an applicant for credit, and the information disclosed by the Bank or the entity making the inquiry under this paragraph pertains only to the payment habits of you in connection with loans and other credit accommodations and does not pertain to records concerning deposit balances in savings or checking accounts; and (f) disclosure to a third party vendor is necessary in order for the Bank to provide you with the services governed by this Access Agreement.

When disclosure of Bank records is required or allowed under (a) or (b) of this section, we shall notify you of the disclosure. If notification before disclosure is not possible, we shall immediately notify you of the disclosure or inquiry. However, notification may not be made if disclosure is made under a search warrant or under a court order issued at the behest of a grand jury. By using this Service, you specifically agree that the Bank may disclose such Information to third party vendors outside Simsbury Bank and its affiliates in the manner described above.

6. Questions or Error Corrections on Simsbury Bank Online Transactions

In case of questions or errors about Simsbury Bank Online funds transfers through Simsbury Bank Online involving your account, here is what you should do:

- Contact Simsbury Bank through Simsbury Bank Online Mail Box function or
- Fax Simsbury Bank at (860) 408-2080 Attn: Internet Banking Administrator or
- Telephone Simsbury Bank Online Support at (860) 651-2096 or your local branch or
- Write Simsbury Bank at 981 Hopmeadow Street, P.O. Box 248, Simsbury, CT 06070

Contact us right away if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a statement, confirmation, or electronic report); (b) unauthorized transactions involving your Bank accounts or records; or (c) other problems related to Simsbury Bank Online services. In order to properly document the situation, you must send us a written notice at the address listed in this Section V.F. of any discrepancy or other problem, including a statement of the relevant facts (name, account number,

description of the error that includes the type, date and amount of the error), within a reasonable time (not to exceed sixty (60) days from the date you first discover the problem or receive information or account statements from us reflecting the problem, whichever occurs first). The provisions of this section shall survive termination of this Agreement.

We will investigate your complaint and tell you the results of our investigation within ten (10) business days. We will promptly correct any error for which the Bank is responsible. If we need more time, however, we may take up to forty-five (45) days, or ninety (90) days in the case of new accounts, point of sale or international transactions, to investigate your complaint or question. If we decide to do this we will credit your account within ten (10) business days, or twenty (20) business days in the case of new accounts, 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 ten (10) business days, we will not credit your account. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the purported error we previously credited. You may request copies of the documents that we used in our investigation.

7. Monthly Fees

There are no monthly or transaction fees for accessing your account(s) through Simsbury Bank Online or for using the Bill Payment service. See Section V.I. for Stop Payment details and fee information.

You agree to pay any special charges in effect and as announced by the Bank from time to time. These charges are in addition to the fees and service charges specified in your applicable checking, savings or overdraft protection account agreements (for example, uncollected or overdraft charges on your checking account).

If the payment account has insufficient funds to cover fees, the Bank will deduct the fee from any other account you have with Simsbury Bank, whether or not it is linked to Simsbury Bank Online (in any order we may choose). If the fee cannot be paid, we may cancel your use of Simsbury Bank Online. After cancellation, your use of Simsbury Bank Online may be reinstated at the Bank's discretion by contacting Simsbury Bank Online Support once sufficient funds are available in your payment account to cover the fees and any other pending transfers or debits.

8. Changes to Charges, Fees or Other Terms

We reserve the right to modify the charges, fees or other terms described in this Access Agreement. When changes are made, we will notify you online on the Bank's website, or send a notice to you at the address shown on our records, or send you an electronic mail message by means of the Mail Box Services. Unless an immediate change is necessary to maintain the security of the system, the notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions or any other change. If such a change is made for security reasons, and it can be disclosed without jeopardizing the security of the system, we will

provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to decline changes by discontinuing the accounts or services to which these changes relate. We also reserve the option, in our sole discretion, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Deposit Agreement and Disclosure.

9. Stop Payments

Subject to certain limitations, you may order the Bank to stop payment on a check or item drawn on or affecting your account. There is a fee to place a stop payment. Please refer to our Rates and Fees Schedule which can be viewed at www.simsburybank.com or obtained at any branch. The stop payment request will be effective if the Bank receives the order at such time and in such manner as to afford the Bank a reasonable opportunity to act upon the order. A stop payment order may be given by calling us or by completing the stop payment information form on Simsbury Bank Online. The Bank will require you to provide the exact account number, the date, the exact amount, and the check or item number, together with the name of the payee for each item. Your accuracy is essential since stop payment orders are processed by computers operating on the basis of precise information. If you give the Bank incorrect information, the Bank will not be responsible for failing to stop payment on the item. A stop payment order becomes effective when we confirm its receipt and have verified that the item or transaction has not been paid by us. You acknowledge that acceptance of a stop payment order by the Bank will not constitute a representation that the item has not already been paid or that the Bank has a reasonable opportunity to act upon the order. You should be aware that while payment of an item may be stopped, you may remain liable to any person, including the Bank, who is a holder of the item (as defined by applicable law), despite the stop payment order. The validity and duration of stop payment orders are subject to applicable state law. Stop payment orders are good for six months (unless renewed). A copy of the stop order will be given to you when you come into the branch to place the stop payment. You will be mailed a confirmation of the stop payment information when you place a stop payment by telephone or through Simsbury Bank Online whereby you will be required to sign the order and return a copy to the Bank within **fourteen (14)** days or the order will not be valid.

You need to verify all information in the confirmation and only contact us if there is a discrepancy. The Bank is entitled to a reasonable period of time following the receipt of the stop payment order to notify its employees of its receipt. The Bank has the right to pursue reimbursement, from the payee or other holder of the item, upon recrediting your account following an inadvertent payment of an item over a valid stop order. In such an event, you agree to transfer to the Bank all rights against the payee or other holder of the item. You agree to indemnify, defend and hold the Bank harmless from any loss, expense, and cost incurred as a result of stopping payment on an item, other than losses or costs arising out of our failure to act in good faith or with ordinary care. If you issue a check or item to replace the original item, you are responsible for reviewing the prior statements to determine if the original item has been paid. The Bank will only review its records for transactions since your last statement date. The Bank will not be responsible for any loss incurred by you if you issue a replacement item for any check on which you stopped payment if payment of the original item was reflected on a previous bank statement. The provisions of this section shall survive termination of this Access Agreement.

10. Service Changes and Additions

The Bank may, from time to time, introduce new online services or changes to existing ones. We will notify you of any of these. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

11. Confidentiality

You acknowledge our claim to proprietary rights in all materials we may provide to you to access any Simsbury Bank Online service subject to this Access Agreement in any format or medium (the "Materials") and that the Materials constitute our confidential "trade secrets" or the confidential trade secrets of our licensors or vendors. You understand that all Materials are to be kept confidential and you will:

- Safeguard the Materials at all times;
- Establish and maintain procedures to assure the confidentiality of the Materials and any password or code assigned to or used by you;
- Use the Materials only for the purposes for which we provide them; and
- Notify us promptly by telephone, confirmed in writing, if any Materials are lost or their confidentiality is compromised.

You will not, nor will you allow anyone else to, do any of the following without our prior consent:

- Disclose any Materials to any unauthorized person or entity.
- Make any copies, in whole or in part, of any Materials in whatever form or medium (electronic, printed or otherwise) in which they may exist from time to time; or
- Translate, reverse engineer, disassemble or decompile any software or security devices.

These confidentiality obligations continue after each Simsbury Bank Online service you are using is terminated.

You have sole responsibility for the custody, control and use of all Materials. You agree that no unauthorized individual will be allowed to initiate a request or other instruction contemplated in this Access Agreement or to have access to any Materials.

12. Cutoff Hours

A number of Simsbury Bank Online services are subject to processing cutoff hours on a Business Day. You can obtain information on the current cutoff hours by contacting any branch office of Simsbury Bank. Instructions received after a cutoff hour or on a day other than a Business Day may be deemed received as of the next Business Day.

13. Limitation of Liability and Damages

Simsbury Bank will not be liable for loss or damage of any kind if we do not complete a transfer to or from any Activated Account on time or in the

correct amount according to our agreement with you if:

- Through no fault of ours, you do not have enough money in your account to make a transfer.
- A legal order directs us to prohibit withdrawals from the account.
- Your account is closed or frozen.
- The transfer would cause your balance to go over the limit for any applicable credit arrangement including those to cover overdrafts.
- You or anyone you allow or acting on your behalf, commits any fraud or violates any applicable law or regulation.
- Any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
- You have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment.
- You did not authorize payment early enough for the payment to be scheduled, transmitted, received and credited by your creditor's due date.
- The Bank made timely payment but your creditor did not properly credit our payment after receipt.
- You have not properly followed the instructions for using Simsbury Bank Online.
- The transfer or payment could not be made or completed due to system unavailability.
- Your creditor rejected or otherwise returned your payment.
- Circumstances beyond our control (such as fire, communications or computer failures, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties which are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) the application of any government or funds transfer system rule, guideline, policy or regulation; or (e) our inability to confirm to our satisfaction the authority of any person to act on your behalf.

Except for losses caused by our gross negligence or willful misconduct, our liability for any loss, cost, or liability arising from our actions or omissions will not exceed the average monthly charge for the Service in question for the month preceding the date of loss, except as otherwise required by law. We will not be responsible, under any circumstances, for any punitive damages or for any special, indirect, exemplary, and consequential or punitive damages which you incur in connection with this Access Agreement or the services, even if we are aware of the possibility for such damages. The provisions in this section shall survive the termination of this Access Agreement.

You acknowledge that our Service fees have been established in contemplation of: (a) these limitations on our liability, and (b) your agreement to review statements and notices promptly and to notify us immediately of any discrepancies or problems.

14. Dispute Resolution

Simsbury Bank tries to resolve our customers' service problems or disputes as quickly as possible. In most cases, we can resolve a problem by telephone. If the problem can not be resolved, we agree as follows:

Simsbury Bank and you each intentionally and deliberately waive any right each may have to a trial by jury of any claim each may have in any state or federal action or proceeding. In the event that special, indirect, exemplary, consequential or punitive damages are permitted by either party under applicable law, Simsbury Bank and you each agree that such may not be awarded. Except as otherwise provided below, any dispute under this Agreement shall be resolved by arbitration according to the commercial rules of the American Arbitration Association then existing.

Simsbury Bank will select a single neutral arbitrator who is experienced in banking matters. Except as otherwise provided in this section, the arbitration will be conducted pursuant to Connecticut Law. The arbitrator will determine all issues relative to the applicability, interpretation, legality and enforceability of this agreement to use arbitration. The arbitrator will have no authority to make any award which is contrary to the terms of this Access Agreement. Simsbury Bank and you will share equally the fees and expenses of the arbitrator unless otherwise provided in the arbitrator's statement of decision. The prevailing party in the arbitration shall be authorized to recover its reasonable actual attorneys fees and costs incurred with respect to the dispute. Nothing, however, shall limit the right of either of us to (a) exercise self-help remedies including, without limitation, set-off, or (b) obtain or oppose provisional or ancillary remedies from a court of competent jurisdiction before, after or during the pendency of the arbitration. The exercise of, or opposition to, any such remedy does not waive the right of either of us to arbitration.

Any claim under this Access Agreement or to recover any Simsbury Bank Online service related loss must be commenced within one year from the date that the event giving rise to the claim first occurred. The provisions of this section will survive termination of this Access Agreement.

15. Integration of Agreements

This Access Agreement will be controlling in the event of any conflict between it and any relevant deposit account agreement, signature card, Materials, and any other document or written or oral statement. Current user documentation will be made available upon request. This Access Agreement supersedes all prior agreements and understandings, oral or written, between you and us relating to any service (excluding the current Deposit Account Agreement and Disclosure). The terms and conditions of this Access Agreement are in addition to the terms and conditions of any credit agreement you may have with us. If you elect to receive other services from us, the terms and conditions for such services shall be incorporated herein by this reference.

This Access Agreement is binding upon each of our and your respective successors and permitted assigns. You may not assign any of your rights or duties described in this Access Agreement without our prior written consent. This Access Agreement is not for the benefit of any other person, and no other person has any right under this Access Agreement against you or us. Nothing contained in this Access Agreement

creates any agency, fiduciary, joint venture or partnership relationship between you and us. We are responsible only for performing the services expressly provided for in this Access Agreement or by subsequent agreement between us. We may contract with any outside vendor of our choosing in providing any Simsbury Bank Online service.

If any provision of this Access Agreement or the application of any such provision to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Access Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void and unenforceable shall remain enforceable to the fullest extent permitted by law.

No delay or failure to exercise any right or remedy under this Access Agreement shall be deemed to be a waiver of such right or remedy. No waiver of a single breach or default under this Access Agreement is a waiver of any other breach or default. Any waiver under this Access Agreement must be in writing.

16. Information Processing and Reporting

Simsbury Bank may offer you a number of services which require us to receive, process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information which you provide to us. We will not have a duty to interpret the content of any data transmitted to us, except to the limited extent set forth in this Access Agreement and any operating procedures. Unless we agree otherwise in writing, we will not be required, by means of any security procedures or otherwise, to detect errors in the transmission or content of any information we receive from you or third parties.

17. Disclaimer of Liability

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SIMSBURY BANK ONLINE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND YOUR USE THEREOF IS AT YOUR OWN RISK. SIMSBURY BANK DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. SIMSBURY BANK DOES NOT WARRANT THAT SIMSBURY BANK ONLINE SERVICES WILL PERFORM AT A PARTICULAR SPEED WILL HAVE A PARTICULAR RESPONSE TIME OR WILL BE UNINTERRUPTED, ERROR-FREE, IMMUNE FROM TAMPERING BY THIRD PARTIES OR COMPLETELY SECURE IN ALL CIRCUMSTANCES. SIMSBURY BANK WILL NOT BE RESPONSIBLE FOR THE CONDITION OR REPAIR OF YOUR COMPUTER. NEITHER SIMSBURY BANK NOR SIMSBURY BANK'S SUPPLIERS OR LICENSORS WILL BE RESPONSIBLE FOR LOSSES RESULTING FROM ANY SERVICE OR ANY FAILURE OR INTERRUPTION OF SIMSBURY BANK ONLINE SERVICES RESULTING FROM ANY CIRCUMSTANCES BEYOND SIMSBURY BANK'S REASONABLE CONTROL. IN NO EVENT WILL SIMSBURY BANK OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE PERFORMANCE OF ANY OF SIMSBURY BANK ONLINE SERVICES CALLED FOR HEREUNDER BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL,

INDIRECT, PUNITIVE, EXEMPLARY, OR OTHER SIMILAR DAMAGES INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS OR SAVINGS, OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF DATA, LOSS OF THE USE OF SOFTWARE, CLAIMS BY OTHERS, INCONVENIENCE OR SIMILAR COST, OR FOR YOUR FAILURE TO PERFORM YOUR RESPONSIBILITIES, EVEN IF SIMSBURY BANK HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL THE TOTAL LIABILITY OF SIMSBURY BANK OR SIMSBURY BANK'S SUPPLIERS OR LICENSORS IN CONNECTION WITH SIMSBURY BANK ONLINE SERVICES OR ANY OTHER MATTER RELATING TO THIS ACCESS AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) EXCEED THE AGGREGATE FEES THAT YOU ACTUALLY PAID TO SIMSBURY BANK UNDER THIS ACCESS AGREEMENT.

You acknowledge that it is not possible for our services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to submit corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

18. Limitations on Use and Access

Unless you have our prior written consent, you may not: (a) permit a third party to initiate any service we provide you on your behalf; or (b) use any services we provide you to process transactions on behalf of others.

19. Protection from Third Parties

You will indemnify and defend us against and hold us harmless from any and all liabilities, claims, costs, expenses and damages of any nature (including reasonable attorney's fees) arising out of or relating to disputes or legal actions by parties other than you and us concerning a service. The obligations contained in the preceding sentence will continue after a service you are using is terminated. This section does not apply to any cost or damage incurred by a third party which is attributable to our gross negligence or intentional misconduct and for which we are legally responsible.

20. Representations and Warranties

On and as of each day we provide any service to you, you represent and warrant to us that:

- Your agreement to each provision contained in this Access Agreement is a duly authorized, legal, valid, binding and enforceable obligation.

- The debiting or crediting of any account is not inconsistent with any restriction on the use of that account.
- All approvals and authorizations required to permit: (a) the execution and delivery of this Agreement and any supplementary materials and any other necessary documentation; and (b) the performance and consummation by you of the transactions contemplated under each service we provide you, have been obtained (including but not limited to due authorization from each applicable third party to allow you to transfer funds to or from and to access information from such party's account).
- Your performance of your obligations will not violate any rule, law, regulation, judgment, decree or order applicable to you, your accounts or this Access Agreement.

21. Termination

You or we may terminate some or all of the services governed by this Access Agreement, with or without cause, by giving thirty (30) days prior notice to the other party. We may also terminate the services immediately if: (a) you breach any agreement with us; (b) the confidentiality of the Information is compromised; (c) we have reason to believe that an unauthorized transaction has taken or may take place involving your account or a service; (d) you become insolvent or the subject of a bankruptcy or dissolution proceeding; (e) you make any assignment for the benefit of creditors; (f) you fail generally to pay your debts as they become due; (g) your payment account is overdrawn; (h) any material adverse change occurs in your financial condition; (i) you close your payment account; (j) you do not use your Simsbury Bank Online services for a one (1) year period.

If a service you are using is terminated for any reason, you will immediately stop using any Materials relating to the terminated Service, and, at our option, either return to us or destroy all Materials relating to the terminated service.

Your obligations under this Access Agreement will continue after a service you are using has been terminated. Termination of a service you use does not affect your payment or other obligations under this Access Agreement for services we provide to you before the service is terminated or any other obligation which survives termination of this Access Agreement.

22. System Unavailability

Simsbury Bank Online services may be unavailable at certain times for the following reasons:

Scheduled Maintenance. There will necessarily be periods when systems require maintenance or upgrades. You will be contacted through Mail Box Services when there are to be scheduled maintenance outages.

Unscheduled Maintenance. The service may be unavailable when unforeseen maintenance is necessary.

System Outages. Major unforeseen events, such as, but not limited to, earthquakes, fires, floods, computer failures, interruptions in telephone service or electrical outages, may render access to the service unavailable.

The Bank will make all reasonable efforts to ensure the availability of the service. However, the Bank is in no way liable for the unavailability of the service or any damages that may result.

23. **Security**

The Bank will take reasonable steps in connection with the services to ensure the security and confidentiality of your financial records and transactions under the services. Such steps may include, without limitation, creating security firewalls in its computer systems to protect against access by any unauthorized person and implementing other commercially reasonable security techniques. At all times you agree to comply with all security procedures the Bank may impose from time to time in connection with your use of the services. You agree the security techniques used by the Bank and its agents in connection with the services are commercially reasonable security procedures and, as a result, you assume all risk of loss for unauthorized transactions where the Bank has followed its then current security procedures.

By clicking on the “Agree” button below I understand I will be consenting to the electronic delivery of disclosures. I further acknowledge that I shall either electronically store on my computer system or print a copy for future reference to its terms and conditions.

Microsoft Word Version

Adobe Acrobat Version

Agree

Disagree