

Main Street Bank Online & Mobile Banking Agreement

Online & Mobile Banking Terms & Conditions

This Online and Mobile Banking Agreement (the "Agreement") is entered into between Main Street Bank and any customer who uses Online Banking and Mobile Banking for online banking, mobile banking and bill payment. This Agreement governs the terms and conditions for your use of Main Street Bank's Online Banking and Mobile Banking.

A. DEFINITIONS

1. The words "You" and "Your" means the Main Street Bank Account holder who has accepted this Agreement.
2. The words "we," "us," "our," and the "Bank" means Main Street Bank.
3. The words "OB and MB Services" mean the services available to you under this Agreement that permit you to communicate with us, access information about your Account and initiate certain transaction requests involving your Account using your internet-enabled computer or mobile device, as more specifically described below.

B. AGREEMENTS

Before you use OB and MB Services, please read this Agreement, the Bank's Privacy Policy or other agreements governing the terms of your account, and any relevant Account Disclosures in their entirety. By choosing to use OB and MB Services, you agree to the terms and conditions in this Agreement, and any changes in such terms and conditions that we make from time to time (see the section titled "Changes to this Agreement," below). If you do not agree with the terms and conditions of this Agreement, you may not use OB and MB Services. By using OB and MB Services or by permitting any person to OB and MB Services to access your account, you agree to the terms and conditions of this Agreement then in effect, and you agree to the electronic transmission of personal financial information. Your consent will be deemed effective for as long as you use OB and MB Services. Further, you authorize us or appropriate third parties to act on transaction instructions initiated through OB and MB Services.

C. COMPUTER REQUIREMENTS

In this Agreement, your personal computer, tablet, mobile device, software, Internet browser, and the related equipment are referred to collectively as Your "Computer". You are responsible for the installation, maintenance, and operation of your computer. We are not responsible for any errors or failures caused by any malfunction of your computer, and we are not responsible for any computer virus or related problems that may be associated with the use of software or computer. You are also responsible for all telephone and/or cellular service charges incurred in connecting to OB and MB Services and for charges by your Internet provider to provide connection to the Internet.

D. ACCESS TO OB and MB Services

You can use your computer to access OB and MB Services 24 hours a day, 7 days a week, except during any special or scheduled maintenance periods.

E. ACCOUNT REQUIREMENTS

Your OB and MB Services accesses your Main Street Bank accounts as noted below.

- a. Checking Accounts, Savings Accounts, and Money Market Accounts, Certificate of Deposit, and Consumer Loan Accounts: You may view updated balances and transactions and transfer funds or payments between these accounts.
- b. You must be an owner of an Account in order to access OB or MB Services. You agree that each owner of an Account is authorized to access all funds held in that Account.

F. USER TERMS

a. OB and MB Services - The following terms and conditions govern your use of OB and MB Services. Main Street Bank reserves the right to modify these terms and conditions at any time. Your use of OB and MB Services constitutes your acceptance of these terms and conditions and any modifications thereof. You agree that the following uses of OB and MB Services are strictly prohibited.

i. You agree to indemnify, hold harmless, and defend Main Street Bank from and against any and all claims, actions, suits, judgments and expenses (including court costs and reasonable attorney, accountant and expert witness fees) at your sole expense, arising from your failure to abide by these restrictions on use of OB and MB Services.

1. Unauthorized communication of any charge or credit card information belonging to any other person or entity.
2. Unauthorized communication of any information concerning any password or other User ID access number, code, or identification or any other proprietary information belonging to any other person or entity.
3. Use of OB and MB Services to copy, distribute or transmit copies of copyrighted materials belonging to any other person or entity is permitted only to the extent that the owner has provided express permission to you consenting to such activity. Copying, distributing or transmitting copyrighted materials, other than with permission as specified above, is expressly prohibited.
4. Communicating any obscene or defamatory information including but not limited to online bulletin boards or in conjunction with e-mail.
5. Use of OB and MB Services in violation of any telecommunication, postal, or other local laws or regulations of your country of origin or of the United States or in furtherance
6. Main Street Bank and its suppliers make no warranties or representation of any kind with respect to OB and MB Services, whether expressed or implied, including but not limited to merchantability or fitness for a particular purpose. Neither Main Street Bank nor its suppliers nor anyone else who has been involved in the creation, production or delivery of OB and MB Services assume any responsibility with respect to your use thereof. No oral or written information or advice given by Main Street Bank or its suppliers or any of their employees shall create a warranty or in any way increase the scope of this warranty. You

may not rely on any such information or advice. The foregoing constitutes Main Street Bank's sole and exclusive liability to you with respect to your use of OB and MB Services.

ii. You further agree:

1. That electronic transmission of confidential business and sensitive personal information is at your sole risk;
2. That Main Street Bank has the right to monitor and review electronic transmissions online and in storage; and to remove or reject any material which Main Street Bank, at its sole discretion, believes may be unlawful or objectionable, without prior notice to you.

b. Online Bill Payment - The following terms and conditions govern Your use of bill payment services through OB and MB Services. Main Street Bank reserves the right to modify these terms and conditions at any time. Your use of bill payment services constitutes your acceptance of these terms and conditions and any modifications thereof.

- i. You agree to accurately follow product use instructions provided in the online help screens.
- ii. You agree to provide correct payee name, address, account information and payment amount.
- iii. You agree to maintain sufficient funds in the Bank Account on the payment transaction date.
- iv. You agree that use of your OB and MB Services User ID and password is your signature authorization for any payment.
- v. You agree to notify Main Street Bank or its authorized agent no later than sixty (60) days after you receive the FIRST bank statement on which you believe a problem or error occurred.
- vi. You acknowledge that Main Street Bank or its authorized agent may require up to forty- five (45) days to investigate a complaint or question. Main Street Bank or its authorized agent will use all reasonable efforts to resolve an issue within ten (10) business days. If an issue is reported orally, you may be required to send the complaint or question in writing within ten (10) business days. Results of the investigation will be communicated within ten (10) business days after completing our investigation. If Main Street Bank or its authorized agent need more time, they will provisionally credit the Bank Account within ten (10) business days from the date the complaint was received for the amount you believe is in error. If we ask you to put the complaint or question in writing and we do not receive it within ten (10) business days, we may not credit the Bank Account. We will tell you the results within three (3) business days after completing our investigation. If we determine there was no error, we will send a written explanation. You may ask for copies of documents that were used in our investigation.
- vii. For errors involving new accounts or foreign initiated and point of sale transactions, we may take up to 90 days to investigate your complaint or question. For new accounts or foreign initiated and point of sale transactions, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

G. BANKING FUNCTIONS

You may use OB and MB Services to perform the following activities, which are limited to the extent, and subject to the terms, noted below:

- a. Transfer Funds** - Funds can be transferred immediately between your Checking, Savings and Money Market Accounts. We reserve the right to limit the frequency and dollar amount of transactions from your Accounts for security reasons. To ensure same day processing, transfers initiated before 6:00 PM EST will be processed on the current day. Transfers after 6:00 PM EST will be processed on the next business day but transferred funds may be available sooner upon our sole discretion. Payments sent on non-processing days, such as weekends or federal holidays, will be processed on the next business day. Transfers via OB and MB Services are subject to service availability.
- b. Account Information** - The account information that you access will generally be current as of the end of the previous Business Day, unless another time is specified. Information is available for your Bank Account for up to the past sixteen (16) months.
- c. Electronic Mail** - Because normal Internet e-mail transmissions may not be secure, you agree not to transmit sensitive account information via e-mail. You also agree to receive communications regarding your Account, including change-in-terms notices regarding OB and MB Services, electronically and will not attempt to circumvent receiving any messages. You are deemed to have received any electronic messages sent to you when they are made available to you. We will not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate with us immediately (for example, if you need to report a lost or stolen Debit/ATM card or to report an unauthorized transaction from one of your Accounts). For inquiries involving personal or time sensitive information, you agree to contact customer service by telephone at 1-(508)-481-8300.

H. BILL PAYMENT FUNCTIONS

You may use OB and MB Services to make payments from your designated Main Street Bank Checking Account ("Bank Account").

- a. Bill Payments** - To pay bills using OB and MB Services, you must use your computer to authorize a payment to a particular payee. Our Processor will make your payment either by transferring funds electronically to the payee, or by sending the payee a paper check. The Bank does not have control over how bill payments are processed (Paper Check vs. Electronic Funds Transfer) as this is an agreement between our processor and the merchant.

We reserve the right to limit the frequency and dollar amount of payments from Your accounts for security reasons. Please note that some payment transactions will be subject to the rules of the National Automated Clearing House Association (NACHA). Payments can only be made to payees with a United States address. We reserve the right to refuse to pay certain payees. You agree that when you enter your OB and MB Services User ID and password to transmit a payment instruction, you authorize us to debit the amount of the payment from your bank account accordingly.

- b. Recurring Payments** - You may use OB and MB Services to authorize automatic recurring payments in order to pay recurring bills. These payments must be for the same amount each month and they will be paid on the same date each month, or on the following Business Day if the regular payment date falls on a weekend or holiday.

c. Insufficient Funds - If there are insufficient funds in the Bank Account to make payment, we may either refuse to pay the item or we may make the payment and thereby overdraw the Bank Account. In either event, you are responsible for any non-sufficient funds ("NSF") or overdraft charges we may impose. A block is automatically placed on your designated Bank Account that had insufficient funds. No additional bill payments are processed until the account is properly funded and the return(s) are cleared. A block will remain on your Bank Account for ten (10) days. During that time no preauthorized or recurring payments will be processed. We also reserve the right to refuse to honor payment requests that reasonably appear to us to be fraudulent or erroneous.

d. Scheduling Payments - When using OB and MB Services, you should enter and transmit your bill payment instructions within a reasonable time frame before the actual due date. Refer to the calendar scheduler in OB for delivery methods and estimated deliver times. It is your responsibility to authorize your payments in such a manner that your bills may be paid on time. You are responsible for any late payment or finance charges that may be imposed as a result of your failure to transmit payment instructions in advance of the bill due date.

e. Cancelling Payments¹ After payment requests are established, you may cancel a payment if the payment has not yet been transmitted. If your cancellation request is not received before payment is made, you may be responsible for the payment. The initiation by you of certain electronic fund transfers from your account will, except as otherwise provided in this agreement, effectively eliminate your ability to stop payment of the transfer.

I. SECURITY PASSWORD

For security reasons, you will select your own password for accessing OB and MB Services. You agree to keep this password confidential to prevent unauthorized use of OB and MB Services and unauthorized access to your Account. As an additional safeguard, you should change Your password frequently. If you forget your password, you must contact us to have a new temporary password issued to you or use the password reset feature.

J. CLIENT'S RESPONSIBILITY

1. You are responsible for all transactions you authorize using OB and MB Services. If you permit other persons to use your User ID and password to perform transactions, you are responsible for any transactions they authorize from your Account.
2. You should notify us immediately if you believe your Account has been accessed or your User ID and password has been used without your permission. Contacting us immediately will help you reduce possible losses.
3. There may be other exceptions to your liability as stated in other agreements or provided for by law.

¹ UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUNDS TRANSFERS. THEREFORE, YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

K. BANK'S RESPONSIBILITY

We are responsible for processing your instructions and requests. However, we will not be liable:

1. If you do not have adequate funds in an Account to complete a transaction, or if that Account has been closed.
2. If you have not properly followed the instructions on how to make a transfer or bill payment; if you have not given us complete, correct and current instructions so that we can make a transfer or bill payment.
3. If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due.
4. If we make a timely bill payment but the payee nevertheless does not credit your payment promptly after receipt.
5. If withdrawals from your Account have been prohibited by a court order such as garnishment or other legal process.
6. If your computer is not working properly and this problem should have been apparent to you when you attempted to authorize a transfer or bill payment.
7. If the U.S. Postal service causes a delay.
8. If circumstances beyond our control prevent making a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include, but are not limited to, telecommunication outages, postal strikes, delays caused by payees, fires, and floods. This list is not exhaustive.

L. PERIODIC STATEMENTS

We will mail or deliver to you, periodic statements for your Account. In addition to reflecting other account activity, your statements will include any transfers or bill payments you authorize using OB and MB Services. It is your responsibility to notify us immediately if you detect an error on your periodic statement.

M. REPORTING UNAUTHORIZED TRANSACTION

If you believe that an unauthorized transaction has been made from your Account, please promptly call us at 1-(508)-481-8300, during normal business hours, or write to us at:

Attention: Deposit Operations
Main Street Bank
81 Granger Boulevard
Marlborough, MA 01752

N. CHARGES FOR MAIN STREET BANK OB AND MB SERVICES

There are no direct user fees for OB and MB Services. We may change or add fees for OB and MB Services at any time with thirty (30) days prior written or electronic notice. In using OB and MB Services, you agree to the service charges and fees provided for in the "Fee Schedule" that will continue to apply to your Account(s).

O. DISCLOSURE OF ACCOUNT INFORMATION TO OTHERS

To protect Your privacy, we will not disclose information to third parties about you and your Account except:

1. When we have entered into an agreement with another party to provide certain OB and MB Services. We will provide this party with information about your Account, your banking and bill payment transactions and your electronic mail messages in order to carry out your instructions.
2. Where it is necessary for completing transfers and bill payment.
3. To verify the existence and condition of a Bank Account for a payee or holder of a check issued through OB and MB Services.
4. To comply with laws, government agency rules or orders, court orders, subpoenas or other legal process, or in order to give information to any government agency or official having legal authority to request such information.
5. Any documentation which indicates that an electronic fund transfer was made shall be admissible as evidence and shall constitute prima facie proof.
6. At our discretion, we may disclose to affiliated companies information about your Account and transactions you have made to or from your Account.
7. If you give us your written permission.
8. For any legitimate business need.

P. NO SIGNATURE REQUIRED

When using OB and MB Services to pay bills, payment may be in the form of a paper draft. You agree that we may debit your Bank Account to pay paper drafts that you have not signed. Use of your OB and MB Services User ID and password is your signature authorization. It is strongly suggested that you print all transaction confirmations.

Q. ALERTS

Your enrollment in Main Street Bank's Services includes enrollment to receive transaction alerts and notifications ("Alerts"). Alerts are electronic notices from us that contain transactional information about your Main Street Bank account(s). Alerts are provided within the following categories:

- 1. Mandatory Alerts** - provide you with important account notifications, such as information about changes to your OB and MB Services password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- 2. Account Alerts** - provide you with notification of important account activities or when certain changes are made to your Service accounts, such as scheduled payments made, scheduled payments cancelled and mobile deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Accounts.
- 3. Additional Alerts** - must be activated by you to be enabled. These Additional Alerts can be accessed from the Alerts menu within Main Street Bank OB and MB Services and Alerts menu within Main Street Bank's mobile banking platform. Account Alerts and Additional Alerts must be managed and/or added online through the service. We may add new Alerts from time to time or

cancel old Alerts. We usually notify you when we cancel Alerts but are not obligated to do so. Main Street Bank reserves the right to terminate its Alerts service at any time without prior notice to you. Methods of Delivery. We may provide Alerts through one or more channels: (a) a mobile device, by text message, (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) Your Main Street Bank OB and MB Services message in-box, by an e-mail message. You agree to receive Alerts, and it is your responsibility to determine that each of the service providers described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

4. Alerts via Text Message - To stop Alerts via text message, you can make the change under alert settings within online banking. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Main Street Bank OB and MB Services and edit your notification settings for the Alerts You would like to receive again. In case of questions, please contact customer service at (508) 481-8300.

5. Limitations – Main Street Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Main Street Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Main Street Bank, its directors, officers, employees, agents, and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) Your reliance on or use of the information provided in an Alert for any purpose.

6. Alert Information - As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about your accounts, and anyone with access to your Alerts will be able to view the contents of these messages.

R. CHANGES TO THIS AGREEMENT

We may change this Agreement at any time. Changes to this Agreement will be effective immediately, except those changes which we are required by applicable law to tell You about in advance. Those changes will be effective immediately after we have given You prior written or electronic notice as required by applicable law.

You may obtain a current copy of this Agreement by calling us at our Customer Service at (508)-481-8300 or writing to us at:

Attention: Customer Service
Main Street Bank
81 Granger Boulevard
Marlborough, MA 01752

S. ASSIGNMENT

We can assign our rights and delegate our duties under this Agreement to a company affiliated with us or to any other party. You may not assign your rights or duties to anyone else.

T. TERMINATION

Either you or we may terminate this Agreement and your OB and MB Services enrollment at any time upon giving written notice of the termination to the other party. If you have a joint Account, then any one of you is authorized to terminate the OB and MB Services service. We are not responsible for notifying any remaining account holders of the termination of OB and MB Services. If you terminate OB and MB Services, you authorize us to continue making transfers and bill payments 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 transactions from your Account, including any transfers or bill payments you have previously authorized. However, you must use OB and MB Services to cancel any automatic recurring payments prior to termination; otherwise, we will continue to make such payments. If we terminate your use of OB and MB Services, we reserve the right to make no further transactions from Your Account, including any transactions you have previously authorized.

If either you or we end your rights to use OB and MB Services, we will no longer be required to complete any of your OB and MB Services transactions. You will remain obligated to us under this Agreement for all your OB and MB Services transactions, even if they occur or are completed after this Agreement is ended.

U. GOVERNING LAW

This Agreement shall be interpreted and governed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its provisions or conflicts of law.

MAIN STREET BANK MOBILE BANKING TERMS AND CONDITIONS:

Mobile Banking and any software you may obtain from Mobile Banking (“Software”) may not be available at any time for any reason outside of the reasonable control of Main Street Bank or our service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, Main Street Bank and its affiliates and service providers, including COCC, and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files, data about your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively “User Information”). Main Street Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. Main Street Bank and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, You agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by Main Street Bank (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Main Street Bank or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., cocaine, opioids), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g., racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Main Street Bank, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that You will not attempt to: (a) access any software or services for which Your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other Clients of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Mobile Deposit Service. Remote Deposit Capture allows you to make deposits of checks to your checking accounts from home or a remote location by scanning an original check and delivering the image and deposit information to us or our processor using your mobile device. Upon enrollment in Mobile Banking you will see the Deposit option.

1. **Deposit Limits.** You may Deposit up to \$10,000 a day via your mobile device with a daily \$10,000 per check limit,
2. **Eligible Items.** We can accept third-party check or checks payable to you, drawn on a US bank. We can't accept checks that contain evidence of alteration, or that you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn, travelers' checks, savings bonds, money orders, foreign checks, substitute checks, or returned checks, checks that are incomplete, postdated, or stale dated checks (more than 6 months old).
3. **Endorsement.** Items that can be deposited are checks payable to the account owner or joint owners that have been properly endorsed with "For Mobile Deposit Only to Main Street Bank" AND the owner's signature. NOTE: Any check that You attempt to deposit using your Mobile Device is subject to verification by Main Street Bank. Main Street Bank may reject any item for deposit for any reason, such as lack of proper endorsement, and will not be liable to You.

4. Availability. Deposit by 3:00 PM EST and Your funds will usually be available within the next business day. Main Street Bank's funds availability exception policies also apply to deposits made via the Remote Service. In the event Main Street Bank receives a check image for deposit where it has reason to doubt the collectability of that deposit, we may delay availability of that deposit. In such cases, we will notify you of this action. Please keep your paper check until the funds are posted to your account. Once the deposit is confirmed please retain the check for 45 days and then shred the check in a secure manner. Image Quality: The image of an item transmitted to Main Street Bank using the service must be legible. The image quality of the items must comply with the requirements established from time to time by the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse, or association.

5. Limitations of Service. When using the Services, you may experience technical or other difficulties. We cannot accept responsibility for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue the Services, in whole or part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

6. User Warranties and Indemnification. You warrant to Main Street Bank that you will only transmit eligible items; images will meet the image quality standards; You will not transmit duplicate items; You will not re-deposit or re-present the original item; all information You provide to Main Street Bank is accurate and true; You will comply with all applicable rules, laws and regulations; You are not aware of any factor which may impair the collectability of the item; You agree to indemnify and hold harmless Main Street Bank for any loss for breach of this warranty provision. Please Note: All deposits are subject to verification and can be adjusted upon review. We reserve the right to deny access to the use of our Remote Mobile Service without prior notice if unable to confirm your authority to access the Remote Mobile Service or we believe such action is necessary for security reasons.

7. Disclaimer of Warranties. You agree your use of the services and all information and content (including that of third parties) is at your risk and is provided on an "as is" and "as available" basis. We disclaim all warranties of any kind as to the use of the services, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and noninfringement. We make no warranty that the services will meet your requirements or will be uninterrupted, timely, secure, or error-free. We make no warranty that the results that may be obtained will be accurate or reliable or that any errors in the services or technology will be corrected.

8. Limitation of Liability. You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other losses resulting from the use or the inability to use the services incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of these services, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if the bank has been informed of the possibility thereof.

Card Controls Additional Terms.

The following supplemental Terms of Use ("Supplement") applies to the card controls feature ("Main Street Bank Card Controls") within the Mobile Banking mobile application ("Mobile Banking App"), notwithstanding anything in the Agreement to the contrary. The Supplement only applies to Main Street Bank Card Controls. If Main Street Bank Card Controls are not available to you, then this Supplement does not apply. To the extent there is any conflict between the terms of the Agreement

and this Supplement with respect to Main Street Bank Card Controls, then the terms in this Supplement shall apply.

1. The Main Street Bank Card Controls feature is only available for debit cards issued by Main Street Bank that you register within the Mobile Banking App.
2. The Main Street Bank Card Controls alerts and controls you set through use of the Mobile Banking App may continue to apply, even if you delete the Mobile Banking App or remove it from your mobile device. Please contact Main Street Bank to discontinue the alerts and controls.
3. Certain Card Control functionality within the Mobile Banking App may not be available for all transactions. Controls and alerts based on the location of the mobile device where the Mobile Banking App is installed or the location of the merchant where the card is being attempted for use may not apply appropriately to card- not-present transactions or transactions where the actual location of the merchant differs from the merchant's registered address.
4. Main Street Bank Card Controls may enable access to Main Street Bank and third parties' services and web sites, including GPS locator websites. Use of such services may require Internet access and that You accept additional terms and conditions applicable thereto.
5. To the extent this Mobile Banking App allows you to access third party services, Main Street Bank, and those third parties, as applicable, reserve the right to change, suspend, remove, or disable access to any of those services at any time without notice. In no event will we be liable for the removal of or disabling of access to any such services. We may also impose limits on the use of or access to certain services, in any case and without notice or liability.
6. THE MOBILE BANKING APP, THE SERVICES AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. IN PARTICULAR, WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR SERVICE, AND OPERATION OF THE MOBILE BANKING APP OR THE SERVICES MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. SOME STATES DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU TO THE EXTENT THEY ARE PROHIBITED BY STATE LAW.
7. Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE MOBILE BANKING APP AND THE SERVICES MAY BE DELAYED, INTERRUPTED OR DISRUPTED FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICES, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS, INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO THE SERVICES THAT IS CAUSED BY OR ARISES OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE

MOBILE BANKING APP, OR THE SERVICES, OR THE WEBSITES THROUGH WHICH THE MOBILE BANKING APP OR THE SERVICE OFFERED, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS OR CONTRACTORS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM, ARISING FROM OR RELATED TO THE MOBILE BANKING APP, THE SERVICES OR THE WEBSITE THROUGH WHICH THE APP OR THE SERVICES IS OFFERED, THAT YOU DO NOT STATE IN WRITING IN A COMPLAINT FILED IN A COURT OR ARBITRATION PROCEEDING WITHIN TWO (2) YEARS OF THE DATE THAT THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY, AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND LICENSORS AND CONTRACTORS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

8. Unless our account agreement with You states otherwise, this Agreement shall be governed by and construed in accordance with the laws of the State in which Main Street Bank reside, without regard to its conflicts of laws provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

Alerts Additional Terms.

The following Alerts terms and conditions (“Alerts Terms of Use”) only apply to the Alerts feature (as defined below). If Alerts are not available to You, then this Alerts Terms of Use does not apply. To the extent there is any conflict between the terms of the Agreement and this Alerts Terms of Use with respect to Alerts, then the terms in this Alerts Terms of Use shall apply.

Alerts. Your enrollment in Main Street Bank OB and MB Services (the “**Service**”) includes enrollment to receive transaction alerts and notifications (“**Alerts**”). Alerts are electronic notices from us that contain transactional information about your Main Street Bank account(s). Alerts are provided within the following categories:

- **Mandatory Alerts** provide you with important account notifications, such as information about changes to your OB and MB Services password, PIN, or login information. You do not have the option to suppress these Mandatory Alerts.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from Main Street Bank Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time

or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. Main Street Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

Methods of Delivery. We may provide Alerts through one or more channels: (a) a mobile device, by text message; (b) a mobile device, by push notification; (c) an email account, by an e-mail message; or (d) Your Main Street Bank OB and MB Services message in-box, by an e-mail message. You agree to receive Alerts through these channels, and it is your responsibility to determine that each of the service providers for the channels described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your channel service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us with regard to your primary and secondary email addresses or mobile device number.

Alerts via Text Message. To stop Alerts via text message, you can make the change under alert settings within online banking. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Main Street Bank OB and MB Services and click the box next to your mobile number for the Alerts You'd like to receive again. In case of questions, please contact customer service at (508) 481-8300.

Limitations. Main Street Bank provides Alerts as a convenience to you for information purposes only. An Alert does not constitute a bank record for the deposit or credit account to which it pertains. We strive to provide Alerts in a timely manner with accurate information. However, you acknowledge and agree that your receipt of any Alerts may be delayed or prevented by factor(s) affecting your mobile phone service provider, internet service provider(s) and other factors outside Main Street Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Main Street Bank, its directors, officers, employees, agents and service providers liable for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, from (a) a non-delivery, delayed delivery, or the misdirected delivery of an Alert; (b) inaccurate or incomplete content in an Alert; or (c) Your reliance on or use of the information provided in an Alert for any purpose.

Alert Information. As Alerts delivered via SMS, email and push notifications are not encrypted, we will never include your passcode or full account number. You acknowledge and agree that Alerts may not be encrypted and may include your name and some information about Your accounts, and anyone with access to Your Alerts will be able to view the contents of these messages.

<https://www.bankmainstreet.com/privacy/>

Privacy and User Information – Data Analytics. You acknowledge that in connection with your use of Mobile Banking, Main Street Bank and its affiliates and service providers, including Fiserv, Inc., and its affiliates, may receive data about Your usage of the service (such as session length, number of transactions and geolocation), and other data and information provided by you or from other sources in connection with Mobile Banking or the Software Main Street Bank and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking, perform analytics to improve the service, and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you.

Additional Considerations. Mobile Banking is currently offered as a free service of Main Street Bank. There may be additional data costs related to the use of the Mobile Banking service. You should review your current agreement or contact your mobile service provider for any charges that may apply for data usage on your phone.