

Sutton Bank Internet Banking

This Internet Banking Agreement ("Agreement") states the terms and conditions for Sutton Bank's Online Banking System. By using Sutton's Online Banking System, which includes Online Bill Payment Services (collectively, "Online Services"), each customer ("you") agrees to the terms and conditions of this Agreement. The terms and conditions set forth in the Agreement are in addition to those terms and conditions of any account(s) you have with the Bank. This Agreement is an addendum to the existing Electronic Funds Transfer Services Agreement for your Deposit account(s).

As used in this Agreement, "you" or "our" refers to the person(s) who has/have opened an account at Sutton Bank and/or is/are using Online Services; "Card" refers to the Sutton Bank ATM Card and VISA® Debit Card, "we", "us" or "our" refers to the Bank and any agent, independent contractor, designee, or assignee the Bank may, in its sole discretion, involve in the provision of Online Services.

In the event that you experience a problem with your User ID or Password, or believe that your Card has been lost, stolen or compromised, please contact the Bank immediately. You may contact us toll-free at 1-800-422-3641 or send us an email message at info@suttonbank.com.

INTERNET BANKING. You must have a checking, savings, CD ("Deposit Account"), account at the Bank, a valid UserID and Password, and access to a personal computer and a modem to use the Online Services. You can access the Online Services from the Internet. To use the Online Services and perform a transaction, enter your UserID and Password at the "Login" screen. By using any of the Online Services, you agree not to give or make available your UserID or Password to any person not authorized to access your account. You also agree not to give or make available your Personal Identification Number (PIN) for each and any Card to any person not authorized to access your account.

What You Can Do.

The Internet Banking system that is accessible by Sutton Bank's customers over the Internet currently consists of:

- Account Inquiries, Balances, Rates, etc.
- Up to 12 Months of Historical Transactions
- Secure E-mails & File Transfers
- Transaction Downloads
- Account Transfers
- Secure Applications
- View Detailed Transactions
- Various Bookkeeping Services
- Review a revolving 60 days of online check images

For customers who select Bill Payment, these additional functions are available:

- One-time Payments
- Fixed Recurring Payments
- Occasional Payments
- Variable Recurring Payments

Special commercial services may also be offered to accounts including:

- ACH Credit Origination
- ACH Debit Origination
- Wire Transfer Requests
- Direct Deposit Originations
- EFTPS Credit Originations
- Repurchase Agreement Information

Please refer to the Truth in Savings disclosure for charges on your account. You may perform no more than six funds transfers per month from any money market or savings account. ****Note:** If you exceed the maximum number of allowable transfers or preauthorized withdrawals on any money market or savings account, the Bank will take such steps as it reasonably deems necessary to ensure your future compliance with allowable transfer limits, including terminating your Online Services. There may also be excessive transfer fees automatically deducted from your account. See your Truth in Savings Agreement for specific account fees.

Customer Service. You may communicate with the Bank by using your personal computer to send and receive written messages electronically. See the "Contact Us" link on our website or the "Email" screens within the Online Services for more information on how to contact us. We are also available via email, telephone or U.S. Mail.

ONLINE BILL PAYMENT SERVICES. You may use a personal computer to electronically direct the Bank to make payments from your designated Online Bill Payment checking account (the "Designated Account") to third parties ("payees") whom you have selected in advance to receive payment by means of the Online Bill Payment Service. You may make payments through the Online Bill Payment Service to any business, merchant, or professional that generates a bill or invoice for products or services provided to you on your behalf and that has an address we can verify ("Business Payee"), as well as individuals, family, or friends for non-business purposes ("Individual Payees"). Although you will not be asked to designate your payees as "Business" or "Individual" when you enter them on the Online Bill Payment Service, we reserve the right, in our sole discretion, to determine at any time into which category a payee falls. Payments may be made only to payees with a U.S. payment address. Payments cannot be made to Business Payees or Individual Payees outside of the United States, or in a foreign currency. You may not make a payment of alimony, child support, taxes, or other governmental fees or court-directed payments through the Online Bill Payment Service.

- A. **Using the Service.** To gain access to the Online Bill Payment Service you must sign on to the Online Services using your unique UserID and Password. To use the Online Bill Payment Service, you must provide information online to the Bank that identifies your payees. You must provide sufficient information about a payee to permit the Bank to properly direct a payment and permit the payee, upon receipt of a payment, to identify you as the payment source. You do this by filling in all required fields. You may also use a vendor from our master list of vendors, but we do not guarantee that the mailing address for a particular vendor in our master list is the same mailing address for your particular payment. Many vendors have more than one mailing address for different kinds of payments. If you select a vendor from our master list, rather than entering in the payment mailing address information yourself, you are responsible for ensuring that the mailing address for your payment is correct. We accept no responsibility for late or returned payments if you do not direct us to send the payment to the correct mailing address.
- B. **Types of Accounts.** Your primary Online Bill Payment account must be a Sutton Bank checking account. This is your Designated Account. If you have multiple checking accounts, you can only access Online Bill Payment Services from one of these checking accounts. If you need the funds to be paid from a different checking account, you will need to either write a check or transfer those funds to your Designated Account.
- C. **Types of Online Bill Payments.** You will be able to set up the following types of bill payments: (1) Single Payment: You may schedule a payment to be made one time to a payee. The payment can be scheduled to be made at a future date or on the next business day that you enter the payment information on the Online Bill Payment Service. In either case, this is the "Transmit Date." (2) Recurring Payment: You may schedule payments to payees to be automatically initiated in a fixed amount weekly, bi-weekly, semi-monthly, monthly, quarterly, semi-annually or annually (the "Transmit

Date"). If the payment date falls on a day other than a business day in any month, your payment will be initiated on the next following business day. Payments can be scheduled up to 364 days in the future.

- D. **Scheduling Payments.** Before scheduling a payment to a payee, the payee must be set up on the Online Bill Payment Service. To set up a payee (1) select the "Payees" icon, (2) select "Add Payee " from the menu at the bottom, (3) enter the information as requested, including the payee search, selection and information. To electronically schedule a payment, (1) select the "Schedule Payments" icon, (2) select the payee from the "Payee" menu, (3) enter the amount of the payment and (4) and enter the Transmit Date.
- E. **Payment Limitations.** The Online Bill Payment Services:
- a. Maximum scheduled payment limit per day, which is the maximum amount that can be scheduled daily, regardless of the execution date, is \$99,999.99.
 - b. Maximum paid payment limit per day, which is the maximum amount that you can send out per day from your account, not including transfers between accounts, is \$99,999.99.
 - c. Maximum amount allowed per item, which is the maximum amount you can pay on a single item, is \$9,999.00.
 - d. Minimum amount allowed per item, which is the minimum amount that a customer can pay on a single item, is \$1.00.
- F. **Delivery of Your Payments.** Although you can enter payment information through the Online Services 24 hours a day, 7 days a week, payments can be "initiated" only on business days. Each day, Monday through Saturday, the Bank consolidates all of the bill payments from its customers and performs several editing functions to verify that payment information is correct. The following business day after we submit the payment request, we determine if your payee will accept your payment electronically or if a check needs to be sent. Once this is determined, your payment is sent and the funds are deducted from your Designated Account. Typically the funds are deducted from your Designated Account two business days following the transmission. After funds are withdrawn from your Designated Account, we may remit your payments by mailing your payee a check drawn on an account we maintain for this purpose, by electronic funds transfer, or by other means. Because of the time it takes to transmit your payment to the payee, payees will not receive payment on the Transmit Date (the date you instructed us to deduct the funds from your Designated Account). Therefore, in order to provide sufficient time for payments to be received by your payee, the Transmit Date should be a date at least (5) business days before the actual due date of each bill. We will not be responsible for any loss you may incur as a consequence of late payment if your Transmit Date was not at least five(5) business days prior to the actual due date for a bill. Please remember that the Transmit Date is not the day your payee will receive your payment. It is the day the bill payment process begins. The payment still must be processed and sent by electronic funds transfer or through the mail. Online bill payments are transmitted Monday through Friday, so PLAN AHEAD and please remember weekends and holidays.
- G. **Payment Guarantee.** If the Bank does not properly complete an Online Bill Payment on time or for the correct amount, we will reimburse you for late payment fees, finance charges or penalties up to a maximum of \$50 per scheduled payment to a Business Payee under the following conditions: (a) your account is in good standing with the Business Payee; (b) we fail to make a scheduled payment according to the guidelines specified in Paragraph F above; or (c) we fail to stop a payment (see I., below) pursuant to your timely, written request to do so. In order for you to receive a reimbursement, the late payment fee or penalty, or the method of its calculation, must be published by the payee prior to the actual due date for the bill and the payee must be a Business Payee. The Bank will not be responsible for any charges imposed or other action taken by a

payee resulting from a payment that you have not scheduled properly, including any applicable finance charges or late fees. Additionally, the Bank will not be liable if any third party to whom any Online Bill Payment is made fails to properly transmit the payment to the intended payee. We will also not be liable if there are insufficient funds or insufficient credit availability in your Designated Account and/or Overdraft Protection Advance Account; if a legal order directs us to prohibit withdrawals from the Designated Account; if the Designated Account is closed or frozen; or if any part of the Bank's electronic funds transfer system is not working properly. The Bank will not be liable for indirect, special or consequential damages out of any use of the Online Services. You must: (a) properly schedule the payment Transmit Date at least five (5) business days prior to the actual due date for each bill; (b) provide us with the correct Payee name, address, and account information, and with the correct payment amount; and (c) ensure your Designated Account has sufficient funds to complete the payment. Note: The Bank has the right to refuse a transaction if the Bank reasonably believes such refusal is necessary for security reasons.

- H. **Changing or Canceling Payments.** You may review, change or cancel scheduled future or recurring payments until 3:00 p.m. Eastern Standard Time on the Transmit Date. To change or delete a payment: (1) select the "View Payments" icon, (2) select the payee from the list of pending payments, (3) to delete a payment, select "Delete Payment"; to change a payment, make the appropriate changes on the screen and then select "Update Payee/Payment". If you selected "Delete Payment", you will be asked to confirm your instruction to delete by clicking "ok" or "cancel". A canceled payment will not appear on your Transaction Record. Remember, if you delete a recurring payment, your regular payment schedule will not resume with your next previously scheduled payment. Future, additional recurring payments will not be made. You can, however, modify the frequency of your payments by changing your "Schedule Payment" option for the Payee; your payment scheduling options are: one-time, weekly, bi-weekly, semi-monthly, monthly, quarterly, semi-annually or annually.
- Stop Payments. Electronic payments initiated by you under either the Online Services or by telephone or mail request cannot be stopped once they have been initiated. Stop payment orders and requests for re-issuance of check payments will be accepted by the Bank beginning 5 business days after the Transmit Date. In situations where it is apparent that the payment is going or has gone to the wrong address, wrong payee, etc., the Bank will accept stop payment orders and requests for re-issuance immediately. All requests for stop payments will incur a stop payment fee of \$20.00. All payments stopped due to the Bank's error will be at the expense of the Bank.
- I. **Rejected Payments.** If a payment is rejected for any reason, the Bank will attempt to contact you for resolution, if necessary. If information is not provided by you within five (5) business days, the Bank will issue a credit to you for the amount of the payment.
- J. **Insufficient Funds.** If you have insufficient funds on the day a Scheduled Payment is to be deducted from your Designated Account, the payment will not be made. You will also be assessed an insufficient funds check charge of \$25.00. Online Bill Payment Services is no different than writing the check yourself - when a check clears or Online Bill Payment clears your account, the funds to cover that item are required to be in your Designated Account.
- K. **Statements.** All of your payments made through the Online Service will appear on your monthly account statement(s). You can also view up to 12 months of history on a specific payee by selecting the "Reports" icon; you have the ability to display transactions by payee or category.
- L. **Service Fees.** You agree to pay the Bank service fees, as specified in the Truth in Savings disclosure. These fees are in addition to regular transaction fees that may be in effect for your Deposit or Credit Accounts.
- M. **Equipment.** You are responsible for obtaining, installing, maintaining and operating all computer hardware and software necessary for accessing and successfully performing

the Online Services. This includes all responsibility for the downloading of account information into third party personal financial software such as Quicken® or Microsoft® Money. The Bank has no liability or responsibility for any errors or failures relating to the malfunction or failure of your hardware or software.

BUSINESS DAYS/HOURS OF OPERATION. The Bank's business days are Monday through Friday, except holidays on which the Bank is closed. Sutton Bank's Online Services, however, are available 24 hours a day, 7 days a week, except during maintenance periods. All transactions initiated after the Bank's cutoff time will be posted to the appropriate Deposit or Credit Account on the next business day.

SERVICE FEES. There is no fee charged by the Bank for utilizing or accessing the Online Banking System. You agree to pay the Bank the applicable service fees, as specified in the Truth in Savings disclosure, and authorize the Bank to deduct the service fees from your Designated Account the beginning of every month. Please refer to your Truth in Savings Disclosure for the specific Online Bill Payment System fees applicable to your Deposit or Credit Account. You agree to pay the Bank the applicable service fees, as specified in the Truth in Savings disclosure, and authorize the Bank to deduct the service fees from your Designated Account at the end of each statement cycle. These Online Bill Payment fees are in addition to regular transaction fees that may be in effect for your Sutton Bank Deposit or Credit Accounts. You will be responsible for paying any telephone company or utility charges incurred while using telephone lines to connect with the Online Services.

LIMITATION OF ACCESS. The Bank may terminate Online Services in whole or in part at any time without prior notice. The Bank reserves the right to limit or suspend your access to the Online Services at any time.

DAMAGES. Except as otherwise provided in this Agreement, the Bank is not responsible for any loss, injury or damages, whether direct, indirect, special or consequential, caused by the Online Services or the use thereof or arising in any way out of the installation, use or maintenance of your personal computer hardware or any software.

WARRANTIES DISCLAIMER: THE BANK DOES NOT MAKE ANY WARRANTIES CONCERNING THE HARDWARE, THE SOFTWARE OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

MISCELLANEOUS TERMS. In addition to this Agreement, you agree to comply with all applicable account agreements and State and Federal laws and regulations. The Bank may amend or change this Agreement by sending you written notice by electronic mail or by regular mail sent to your address as it appears on your account records.

USE OF THE ONLINE SERVICES CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.