

# Lowell Five Online Access Agreement

## INTRODUCTION

This Online Banking Access Agreement ("Access Agreement") for accessing your Lowell Five Bank accounts through Online Banking explains the terms and conditions governing the Online Banking and Bill Payment services offered through Online Banking. By using the Online Banking, you agree to the terms and conditions of this Access Agreement. This Access Agreement will be governed by and interpreted in accordance with Federal law and regulation, and to the extent, there is no applicable Federal law or regulation, by the laws of the Commonwealth of Massachusetts. The terms "we," "us," "our," "Lowell Five," and "Bank" refer to Lowell Five Bank. "You" refers to each signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal holidays.

Online Banking can be used to access Lowell Five Bank accounts. Each of your accounts at Lowell Five Bank is also governed by the applicable Account Agreements and other disclosure statements you received when you opened your account.

---

## ACCESSING YOUR LOWELL FIVE ACCOUNTS THROUGH ONLINE BANKING

**Requirements.** To access your accounts through Online Banking, you must have a Lowell Five Bank account, an Online Sign-On ID and Password.

**Electronic Mail (E-mail).** Sending electronic mail (E-mail) through Online Banking is a way to communicate with the Bank. E-mail is provided for you to ask questions about your account(s) and provide general feedback. E-mail is accessible after you sign on with your password to a session of Online Banking. To ensure the security of your account information, we recommend that you use E-mail when asking specific questions about your account(s).

You cannot use E-mail to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within Online Banking or call 978-452-1300.

**Fees.** There are no monthly or transaction fees for accessing your account(s) through Online Banking. See Section IV for a description of Bill Pay fees.

Please note that fees may be assessed by your Internet Service Provider.

**New Services.** Lowell Five Bank may, from time to time, introduce new online services. We will notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

**Benefits of Using Online Banking.** With Online Banking you can manage your personal or small business accounts from your home or office on your personal computer. You can use Online Banking to:

- View account balances and review transaction history.
- Transfer money between accounts. (As noted in the applicable Account Agreement and EFT Disclosure Statement).
- Communicate directly with Lowell Five Bank through E-mail.

---

## TERMS AND CONDITIONS

The first time you access your Lowell Five Bank accounts through Online Banking you agree to be bound by all the terms and conditions of this Agreement, and acknowledge your receipt and understanding of this disclosure.

**Your Online Password.** You will be given an Online Password that will give you access to your Lowell Five Bank accounts for Online Banking access. This password can be changed within Online Banking using the My Profile link. We recommend that you change your password regularly. Lowell Five Bank will act on instructions received under your password. For security purposes, it is recommended that you memorize this online password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential.

### B. Payment Account

Although there are no fees for accessing your accounts through Online Banking, you may be asked to designate a payment account for selected services such as Bill Pay. You agree to pay promptly all fees and charges for services provided under this Agreement, and authorize us to charge the account that you have designated as the payment account or any other account for the fees.

If you close the payment account, you must notify Lowell Five Bank and identify a new payment account for the selected services.

Additionally, if you close all Lowell Five Bank accounts, you must notify Lowell Five Bank Customer Service to cancel the Online Banking services.

Your online access may be canceled, at any time and without prior notice due to insufficient funds in one of your accounts. After cancellation, Online Banking services may be reinstated, once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate your services, you must call Lowell Five Bank's Client Service Center at 978-452-1300.

If you do not access your Lowell Five Bank accounts through Online Banking for any (1) one year period, Lowell Five Bank reserves the right to disconnect your service without notice. Please note that your bill payment information will be lost if you are disconnected. You agree to be responsible for any telephone charges incurred by accessing your Lowell Five Bank accounts through Online Banking. If you wish to cancel any of the services offered through Online Banking, please contact Lowell Five Bank's Client Service Center at 978-452-1300 or send us cancellation instructions in writing to Lowell Five Bank, 30 International Place, Tewksbury MA 01876.

**Our Liability.** Except as specifically provided in this Agreement, or where the law requires a different standard, you agree that neither we nor the service providers shall be responsible for any loss, property damage or bodily injury, whether caused by the equipment, software, Lowell Five Bank OR by Internet browser providers OR by Internet service providers OR by an agent or subcontractor of any of the foregoing. Nor shall we, or the service providers, be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of the installation, use or maintenance of the equipment, software, or Internet browser or access software.

**Overdrafts: Order of Payments, Transfers, Other Withdrawals.** If your account has insufficient funds to perform all electronic funds transfers (ATM withdrawals, pre-authorized transactions, Online Banking transfers and bill payments, etc.) that you have requested for a given business day, then:

1. Certain electronic funds transfers involving currency disbursement, like ATM withdrawals, will have priority, and

2. The electronic funds transfers initiated through Online Banking may result in an overdraft of your account and may, at Lowell Five Bank's discretion, be canceled. In addition, you will be charged the same overdraft charges that apply to your account.

**Hours of Accessibility.** You can access your Lowell Five Bank accounts through Online Banking seven days a week, 24 hours a day. However, at certain times, some or all of Online Banking may not be available due to system maintenance. You will be notified online when this occurs.

A transfer initiated through Online Banking before 5 p.m. on a business day is posted to your account the same day. All transfers completed after 5 p.m. on a business day or on a Saturday, Sunday or banking holiday, will be posted on the next business day.

Our business days are Monday through Friday. Saturday, Sunday and Federal holidays are not included as a business day.

**Additional Terms and Conditions.** Obtaining Account Balance and Transaction History - You can obtain balance and transaction history on all eligible accounts. Current balance and activity information is updated on a continuous basis.

Transferring Funds - The number of transfers from a money market and savings account is limited as described in the applicable Account Agreement and Truth in Savings Disclosure. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

---

## ONLINE BANKING ADDITIONAL SERVICES

**Electronic Statements.** Online Banking allows you to view your account statements electronically. We are pleased to offer this service to you at no additional cost. Your statements will include information concerning your deposit and/or loan accounts with Lowell Five and may include required disclosures. Examples include the Electronic Funds Transfer Act, the Truth-In-Savings Act, the Truth-In-Lending Act, Privacy Notices, and/or similar consumer disclosure laws. You agree to the receipt of these consumer disclosures in electronic format described herein. You also agree to the receipt of your yearly tax forms, including 1099-INT, 1099-R and 1098 forms, in electronic format described herein.

You will be notified by email each time a new statement and/or form becomes available for your review. It is your responsibility to access the statement and maintain a valid, active email address. You can gain access to your account statements, loan statements and tax forms through our Online Banking application at [www.lowellfive.com](http://www.lowellfive.com).

You may request a paper copy of any eStatement, check image, disclosure or notice received electronically at any time by contacting us. You may be charged a fee for a duplicate copy, as described in our then current Fee Schedule.

**Bill Payment Services.** Online Banking allows you to schedule and make bill payments at your convenience. You can schedule, at your option, for the payment of your current, future and recurring bills from any of your Lowell Five Bank checking accounts. There is no limit to the number of payments that may be authorized. You may pay any merchant or individual through the use of Online Banking. We are unable to process any payment of taxes or court-directed payments.

By furnishing us with the names of payees/merchants, you authorize us to follow the payment instructions to these payees/merchants that you provide us through Online Banking. When we receive a payment instruction (for the current or a future date), we will remit funds to the payee on your behalf from the funds in your selected checking account. When Online Banking receives a payment instruction, you authorize it to charge your checking account and remit funds on your behalf so that the funds arrive as close to the business day designated by you as reasonably possible. While it is anticipated that most transactions will be completed on the exact day designated, it is understood that due to circumstances beyond the control of Lowell Five Bank, particularly delays in handling and posting payments slow-responding companies or financial institutions, some transactions may take a day or even a few days longer.

For this reason, it is recommended that you select a Scheduled Payment Date that is no later than the actual Due Date, not the late date, reflected on your Biller statement unless the Due Date falls on a non-Business Day. In addition to any other disclaimer of liability in this agreement, the maximum damages that the Bank can suffer as a result of a breach of the Agreement or failure to timely pay is limited to the maximum amount of \$50.00. In any other event, including, but not limited to, choosing a payment date that is later than the actual due date, the risk of incurring and the responsibility for

paying any and all charges or penalties shall be borne by you.

Lowell Five Bank will use its best efforts to process all your payments properly. The Bank shall have no liability if it is unable to complete any payments initiated by you through Online Banking payment services. By way of example, but in no way limiting the aforesaid, the Bank shall not incur liability because of the existence of any one or more of the following circumstances:

1. Your account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft protection account.
2. The Online Banking processing center is not working properly and you know or have been advised by the service about the malfunction before you execute the transaction.
3. You have not provided us with the correct names or account information for those persons or entities to whom you wish to direct payment.
4. Circumstances beyond our control such as, but not limited to, fire, flood or interference from an outside force that would prevent the proper execution of the transaction. We have taken reasonable precautions to avoid those circumstances.

You have the right to cancel or edit any Scheduled Payment (including recurring payments). There is no charge for canceling or editing a Scheduled Payment. Once the Service has begun processing a payment it cannot be cancelled or edited, therefore a stop payment request must be submitted.

Lowell Five Bank reserves the right to terminate your use of Online Banking bill payment service in whole or part, at any time without prior notice.

If, for any reason, you should ever wish to cancel Online Banking 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 Online Banking or calling Lowell Five Bank's Client Service Center at 978-452-1300. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically cancel all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

**Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Service or Site. Any applicable fees will be charged to your payment account, whether or not bill payments are made out of that account, or any other account linked to Online Banking payment services.

Additionally, you agree to pay any special charges in effect 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, overdraft protection account agreements (for example, uncollected or overdraft charges on your checking account).

---

## GENERAL TERMS

**Changes to Charges, Fees or Other Terms.** We reserve the right to change the charges, fees or other terms described in this Agreement. However, when changes are made to any fees or charges, we will notify you online, or send a notice to you at the address shown on our records, or send you an electronic mail message (E-mail). 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, unless an immediate change is necessary to maintain the security of the system. If such a change is made, 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 accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. Changes to fees applicable to specific accounts are governed by the applicable Account Agreement and Fee Disclosure.

**Disclosure of Account Information.** You understand that in addition to information furnished pursuant to legal process, some information about your accounts may automatically be disclosed to others. For example, the tax laws require disclosure to the government of the amount of the interest you earn, and some transactions, such as certain large currency and foreign transactions, must be reported to the government. The Bank routinely informs a credit bureau when accounts are closed by the Bank because they were not handled properly. The Bank

may also seek information about you from others, such as a credit bureau, in connection with the opening or maintaining of your account. You authorize these transfers of information.

**Questions or Error Correction on Online Banking Transactions.** In case of questions or errors about funds transfers through Online Banking involving your account, here is what you should do:

- Contact Lowell Five Bank by electronic mail (E-mail) at Info@LowellFive.com
- Telephone Lowell Five Bank at 978-452-1300
- Write Lowell Five Bank, 30 International Place, Tewksbury, MA 01876 as soon as you can if you think your statement or transaction record is wrong, or if you need more information about a transaction listed on the statement or transaction record.
- We must hear from you no later than sixty (60) days after we have sent the first paper statement on which the problem or error appeared. If you notify us verbally, we may ask for an explanation in writing.

Here's what we will do:

We will tell you the results of our investigation within ten (10) business days, after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days, to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days, for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we will not re-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. If we do not complete a transfer to or from a Lowell Five Bank account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. By way of example but in no way limiting the aforementioned, the Bank shall not incur liability for the following:

- If, through no fault of ours, you do not have enough money in your account to make a transfer.
- If a legal order directs us to prohibit withdrawals from the account.

- If your account is closed or if it has been frozen.
- If the transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone you allow, commits any fraud or violates any law or regulation.
- If any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
- If 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.
- If you have not properly followed the instructions for using Online Banking.
- If circumstances beyond our control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

**Other General Terms.** Other Agreements - In addition to this Agreement you agree to be bound by and will comply with the requirements of the applicable Account Agreement and Disclosure Statements, the Bank's rules and regulations, the rules and regulations of any funds transfer system to which the Bank belongs, and applicable State and Federal laws and regulations. We agree to be bound by them also.

Lowell Five Bank Reserves the Right to terminate this Agreement - The Bank reserves the right to terminate this Agreement and your access to Online Banking, in whole or in part, at any time without prior notice.

---

## PROTECTING YOUR ACCOUNT

**Preventing Misuse of Your Account.** Your role is extremely important in the prevention of any wrongful use of your account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, you must immediately call Lowell Five Bank Client Service Center at 978-452-1300. **Protecting Personal Information** - In addition to protecting your account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with information on your account may allow unauthorized access to your account(s). It is your responsibility to protect personal information with the same level of care that you protect your account information.

**Taking Care of Your Online Password** - The password that is used to gain access to Online Banking should also be kept confidential. For your protection, we recommend that you change your online password regularly. It is recommended that you memorize this password and do not write it down. You are responsible for keeping your password, account numbers and other account data confidential. If you believe that your online password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, notify Lowell Five Bank's Client Service Center at once at 978-452-1300.

**Unauthorized Transactions in Your Lowell Five Bank Accounts.** Notify us immediately if you believe another person has improperly obtained your online password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call Lowell Five Bank's Client Service at 978-452-1300, or write Lowell Five Bank, 30 International Place, Tewksbury, MA 01876.

---

## TERMS AND CONDITIONS OF THE MOBILE BANKING SERVICE

Last updated November 1, 2017

By using Mobile Services, you agree to the following terms:

- You agree to provide a valid phone number, e-mail address or other delivery location so that we may send you certain information about your applicable account(s). We do not charge for the Service, but you are responsible for all charges and fees imposed by your wireless service provider.
- You understand that balances provided may not include recent or pending transactions that have not yet posted to your account and that other restrictions may apply.
- Additionally, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses arising from your provision of a phone number, e-mail address, or other delivery location that is not your own or your in violation of applicable federal, state or local law, regulation or ordinance.
- You agree to protect your communications device that receives information through this service and

not to let any unauthorized person have access to the information we provide to you through this service. Never share your username and/or password, token serial number, token code, or token with anyone, including third-party providers.

- Mobile Banking is provided for your convenience and does not replace your monthly account statement(s), which are the official record of your accounts.

---

## MOBILE REMOTE DEPOSIT SERVICES AGREEMENT

Mobile Remote Deposit (Mobile Deposit) is designed to allow you to make remote deposits of checks (“original checks”) to your savings, checking or money market accounts using your mobile device to capture an image of the original check and delivering the digital images and associated deposit information (“images”) to Lowell Five Bank (“BANK”) or our processor.

**Limits.** The bank has discretion, based on account and relationship criteria, over the established dollar amount and/or number of items deposited via Mobile Deposit. You may not make deposits through Mobile Deposit in excess of this limit. We may refuse to accept and process any deposits that exceed this limit. In addition, we reserve the right to change these limits or impose additional limits at our sole discretion from time to time.

**Eligible Items.** You agree to capture (take a picture with a mobile device) and deposit only original checks (i.e., drafts drawn on a credit union, savings and loan or bank and payable on demand.)

You agree that you will not use Mobile Deposit to deposit:

- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- 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.
- Checks that have previously been negotiated.
- Checks that are drawn on a foreign bank or payable in foreign funds.
- Checks that are Stale or Post-dated.
- Checks that are missing information (i.e. signature endorsement).

**Requirements.** Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include an authorized signature or stamp and “FOR MOBILE DEPOSIT ONLY”. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

**Receipt of Deposit.** All images processed for deposit through Mobile Deposit will be treated as “deposits” under your current Account Agreement with us and will be subject to all terms of the Account Agreement. When we receive an image, we will confirm receipt within the app. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. Confirmation does not mean that the image contains no errors. We are not responsible for any image that we do not receive.

Following receipt, we will process the image via an image clearing file.

We reserve the right, at our sole and absolute discretion, to reject any image for mobile deposit into your account. We will notify you of rejected images within 1 business day of deposit being received.

**Original Checks.** After you receive confirmation that we have received an image, you must securely store the original check for at least 7 days after transmission to us and make the original check accessible to us at our request. Within 5 days of a request from Lowell Five Bank, you will provide, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your account. Promptly after such period expires, you must

destroy the original check by cross-cut shredding or another commercially acceptable means of destruction. *After destruction of an original check, the image will be the sole evidence of the original check.*

You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

**Returned Deposits.** Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. You may be able to negotiate a returned item in person, and should speak to a Customer Service Representative at 978-452-1300 if you require such assistance.

Lowell Five Bank may debit or “set off” the amount of the returned item from any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

**Your Warranties.** You make the following warranties and representations with respect to each image you transmit to us via Mobile Deposit:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.

- There are no other duplicate images of the original check, other than a non-negotiable photocopy which may be kept for recordkeeping purposes.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.
- You will notify us immediately if you learn of any loss or theft of the original check.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule.

**Compliance with Law.** You will use Mobile Deposit for lawful purposes and in all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

**Mobile Deposit Unavailability.** Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the internet service provider, cellular service provider and internet software. In the event that Mobile Deposit is unavailable, you may deposit original checks at a Lowell Five branch, through Lowell Five Bank ATMs, or by mailing the original check to: Lowell Five Bank, Attn. Mail Teller, P.O. Box 440, Lowell, MA 01853.

**Funds Availability.** Mobile Deposits confirmed as received before 2:00 PM Eastern Time (ET) on a business day will be credited to your account during our nightly processing run and will be available by 9:00 AM the second business day. Deposits confirmed received after 2:00 PM ET and deposits confirmed received on holidays or days that are not our business days will be credited to your account on the following business day during our nightly processing and will available by 9:00 AM the second business day.

For example: Deposits made before 2:00 PM on Monday will be available by 9:00 AM Wednesday. Deposits made after 2:00 PM on Monday will be available by 9:00 AM Thursday.

Funds will generally be available as described in our Funds Availability Disclosure available in our branches and on our website. Although Mobile Deposit utilizes technology as a delivery method, checks deposited

through this service are processed in the same manner as a paper check deposit you would make at a branch and are not considered “electronic direct deposits” for purposes of funds availability.

**Business Days.** For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and federal or bank holidays. In the event of an unforeseen early closure due to inclement weather, you may experience a delay in the availability of funds deposited via Mobile Deposit.

**Mobile Deposit Security.** You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone to 978-452-1300 or 800-931-3483, followed by written confirmation, if you learn of any loss or theft of original checks. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Agreement.

**Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if

Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners retain all rights, title and interests in and to the Services, Software and Development made available to you.

**Hardware and Software.** In order to use Mobile Deposit, you must have a mobile device and a wireless plan from a compatible mobile wireless provider. You must also use an operating system and software that satisfies all technical specifications and other

requirements that we and/or our service provider establish and specify. We and/or our service provider may change these specifications and/or requirements from time to time.

We are not responsible for providing, maintaining or servicing your mobile device or any other equipment for you.

Unless otherwise provided in this Agreement, you are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use Mobile Deposit. We are not responsible for any third party software that you may need to use the Service. You accept any such software “as is” and subject to the terms and conditions of the software agreement that you enter into directly with the third party software provider at the time of download and installation.

We are not responsible for, and you release us from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using Mobile Deposit, e-mail or the internet. You agree that all images and files transmitted to us through the Service will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

**Termination.** If you wish to cancel Mobile Deposit, you must notify us, and you must discontinue using Mobile Deposit at that time. You may notify us in the following ways:

- By clicking on the “Messages” link within your online banking session.
- By writing to Lowell Five Bank, Attn. Digital Banking, 30 International Place, Tewksbury, MA 01876
- By telephoning us at 978-452-1300 or 800-931-3483 during normal business hours.

We reserve the right at our discretion to terminate this agreement at any time, or to limit your use of or access to Mobile Deposit, with or without cause and without prior notice.

We will not have liability to you for any losses or damages you may suffer or incur as a such limitation or termination.

**Accountholder’s Indemnification Obligation.** You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses,

including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners, and hold harmless their affiliates, officers, employees and agents from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to Lowell Five Bank or End User's use of the Services, Applications, unless such claim directly results from an action or omission made in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

**DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE 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 ANY REMOTE BANKING SERVICE, 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 ANY REMOTE BANKING SERVICE 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 ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

**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 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 ANY REMOTE