

# Webster Online Service Agreement - Personal

Please read these terms carefully. By accepting this disclosure and proceeding with the new account opening/acceptance of online services, you acknowledge that you have read and understand this agreement, and you agree to be bound by its terms and conditions. If you do not accept these terms and do not indicate "I Agree" to this agreement then cancel this process (by closing the applicable browser window).

This Online Services Agreement ("Agreement") governs your use of Webster Online Services (as defined below). The use of Webster Online Services is subject to certain restrictions, including geographic limitations. Please print a copy of this Agreement for your records. By subscribing to or using, Webster Online Services, you agree to the terms and conditions in this Agreement and (after their effective date) any changes in such terms and conditions, as they apply to the use of Webster Online Services. If you do not agree with the terms and conditions, you may not use Webster Online Services.

In this Agreement, "you" or "your" refers to the person(s) subscribing to or using Webster Online Services; "we", "us" or "our" refers to Webster Bank, N.A. (Webster Bank) and any agent, independent contractor, designee, or assignee Webster Bank, N.A. (Webster Bank) may, in its sole discretion, involve in the provision of Webster Online Services. If you are using Webster Online Services on behalf of (and /or in connection with an account owned by or a loan by) a business, association or other entity, "you" or "your" will also refer to such business, association or other entity, unless context clearly dictates otherwise. Nevertheless, your acts as a user shall be deemed acts of the business, association or other entity you represent while using Webster Online Services in connection with an account owned by or a loan by a business, association or other entity. You agree that you are authorized to consent to these terms on behalf of such business, association or other entity, and Webster Bank, N.A. can rely on this.

This Agreement is in two sections. Section 1 governs enrolling as a user of Webster Online Services (including those users who are non-Webster Bank account holders) and general information about online access and electronic records. Section 2 governs users who have loans or accounts with Webster Bank, N.A. (Webster Bank) or its affiliates, including account holders who use Online Bill Pay and Brokerage Account holders.

## Section 1

### Enrollment

When you enroll as a Webster Online Services user, you are agreeing to the terms and conditions of this Agreement and the electronic delivery of this Agreement.

Webster Bank makes every effort to ensure the security of transactions and information. Therefore, as part of the process of enrolling you if you are not already a Webster Bank

customer, we may take steps to authenticate your identity. These steps aid in the prevention of fraud and in the protection of transactions. The steps may include asking you to answer questions in an interactive session (either on our Web site or by linking you to an outside Web site) that help us verify your information and identity. The questions and answers may include information from your credit reports. If we are unable to authenticate your identity online, you will be given the opportunity to complete the authentication process by phone or other means so that you are able to use our online services. If you are already a Webster Bank customer, we may utilize information or security measures we already have on file (such as a PIN number) to identify and enroll you.

### **Electronic Records, Computer Requirements and Electronic Signatures.**

By enrolling in and using Webster Online Services, you consent to the electronic transmission of all information and records, including your financial information that would otherwise have been given in writing other than the eDelivery of online statements and periodic disclosures. eDelivery of online statements and periodic disclosures are handled in the next section. In order for us to document your consent, when you consent by indicating "I Agree" to this disclosure, we will keep a record of your consent including its date. You will know that we received your consent when we respond to you accepting your User Name and Password. Your consent will be deemed effective for as long as you use Webster Online Services. You may revoke your consent by notifying us as set forth in the Termination section of this agreement. If you revoke your consent, your right to use this Web site and Webster Online Services will be terminated. If you change your email address, you must let us know by using one of the contact methods in the Customer Responsibility section of this agreement.

The computer requirements to use Webster Online Services are as follows: your personal computer, laptop, portable computer, mobile handset, Internet Service Provider web browser, any software, any telecommunications, and any related equipment referred to collectively as your "computer". You are responsible for the installation, maintenance, operation and costs of your computer. By enrolling in Webster Online Services, you represent that your computer has the capability to receive electronic messages at the email address provided by you, that you can access and retrieve information in electronic form, and that you can either print or store those messages and information.

Please refer to [Browser Support for Online Banking](#) for information regarding browser compatibility with Webster Bank's online banking website.

Electronic statements are available in HTML format, readable with your internet browser. Customers with Adobe Acrobat: Reader 9.5.1 and higher may also view their electronic statements in a PDF format.

You agree to inform us if your email address changes and provide us with your new email address. We are not responsible for any computer virus, worm, trojan horse or other similar harmful component that may enter your computer in connection with the use of Webster Online Services or otherwise. We will provide you with the proper Uniform Resource Locator (URL) to direct you to the location on our Web site where you may transact remote banking activities.

From time to time, we may require that you upgrade or install software on your computer. You agree to promptly load any such upgrades or software to your computer upon our notification to you of such upgrade or software. In order to ensure proper operation of Webster Online Services, you must also have an Internet Service Provider (ISP) and a web browser that supports the level of encryption that we use. We may change these encryption requirements from time to time. If you cannot or do not want to upgrade, your consent and use of Webster Online Services will be terminated. We reserve the right to perform maintenance on our equipment or system on a regular basis which may result in interrupted service or errors in the use of Webster Online Services. It may be necessary for us to change the scope of Webster Online Services from time to time. Furthermore, we reserve the right to block access to Webster Online Services to maintain or restore security to our Web site and systems if we reasonably believe that your User Name and Password have been or may be obtained, or are being used or may be used by an unauthorized person(s). We will attempt to provide prior notice of such interruptions, changes or denials of access, but cannot guarantee that such notice will be provided. Webster Online Services uses our proprietary software or the proprietary software of our licensors. If we have provided you with software to use with Webster Online Services, you are being granted a non-exclusive, non-transferable license to use this software and only for your personal, use as provided in this Agreement. You may not disassemble, de-compile, copy, modify, reverse engineer, sell, rent, sublicense, time-share or distribute any of the Webster Online Service's software or information or allow anyone else to do so.

Webster Online Services give you access to services and information from Webster Bank or its affiliates, which may be presented with a distinctive "look and feel." These services, information and "look and feel" are proprietary property of Webster Bank or its licensors.

You also agree that the information or other communication delivered to us electronically is in writing and we may treat it, as appropriate, as containing your signature.

### **Electronic Delivery ("eDelivery") of Banking Notices and Statements**

By acknowledging this disclosure you agree that we may provide to you electronically, any available communications, whether periodic deposit account and/or periodic loan statements and notices, periodic policy disclosures, periodic reports or forms, including federal and state income tax forms and year-end interest statements, or non-recurring communications, such as changes in disclosures, amended terms of use, or changes in pricing.

We reserve the right to communicate with you about your account(s) via email. Once enrollment is completed, we will periodically send an email reminder to the email address that you have provided to us when such communication is available for you to review. **We will never ask for your PIN or account information in any email** or expose any sensitive information in any email communications, such as: full account numbers, passwords and social security numbers. After this Agreement becomes effective, paper copies of the applicable communications may no longer be mailed to you automatically. We reserve the right to send any or all of these communications by traditional paper methods, with or without notice, for any reason, including technological problems, address verification, security concerns, to comply with state or federal law, or any other reason.

**Banking Notices.** By acknowledging this disclosure your banking notices preference will be set to electronic delivery. You have the right to withdraw your consent to electronic delivery of banking notices by indicating this preference on the eDelivery Preferences page. The withdrawal of your consent will be effective as soon as we process it.

**Electronic Delivery of Tax Forms.** Tax forms are available online for personal deposit and loan accounts for a minimum of 3 years. You can view, print or download a PDF of your tax forms using Adobe Reader. If you do not have Adobe Reader, you can download it from the web site. Paper copies of tax forms will no longer be delivered by mail if your other deposit account notices or loan account notices preference is electronic. Your consent to electronic banking notices will be in effect until you change it. If you need a paper copy of your tax forms, you can print it from the web site. You can also request a paper copy of your tax form or an update or correction to your information at any branch location, by telephoning us at [800-995-9995](tel:800-995-9995), or mailing a request to: Customer Service Department, P.O. Box 10305, WFD 730, Waterbury, CT 06726.

**Account Statements.** You can also enroll in paperless account statements (Statement eDelivery) by indicating this preference on the eDelivery Preferences page. You have the right to withdraw your consent to electronic delivery at any time using the same means, by telephoning us at [800-995-9995](tel:800-995-9995) or mailing a request to: Customer Service Department, P.O. Box 10305, WFD 730, Waterbury, CT 06726. The withdrawal of your consent will be effective as soon as we process it. Please allow a complete statement cycle for any method of statement delivery change to take effect. If you request an additional paper copy of your statement, a fee may be charged to your account. For information about Consumer account statement fees please visit: [Fee Schedule for Consumer Accounts](#). For information about Business account statement fees please visit: [Fee Schedule for Business Accounts](#).

By indicating you agree to this disclosure, you consent to electronic delivery of such notifications via email or of a notification that the applicable communication is available at WebsterOnline. The notification will be sent to the email address provided by you. You also acknowledge that you have the necessary software and are able to view the communications. You are responsible for ensuring that the email address provided in your Online Profile is a current address that is periodically accessed. You are responsible for notifying us of any email address changes. You can change the email address at any time by accessing the Update Email Address page within Webster Online Services. If your electronic mail is returned as undeliverable, we will use reasonable efforts to send you notice by other methods, such as messages accessible on WebsterOnline. If you do not accept these terms and do not acknowledge this agreement then cancel this process (by closing the appropriate browser window).

The provisions in this Agreement are part of (and in supplement to) the Webster Online Services Agreement for Consumer Accounts (or Business Accounts) and are subject to all the provisions in the Webster Online Services Agreement. Your consent to the eDelivery service does not affect any of the terms and conditions otherwise applicable to an account as separately disclosed to you, either in the Online Services Agreement, applications and enrollment forms, the applicable personal or business fee schedules, credit or deposit agreements, our Privacy Policy or other written disclosures.

## **Your Privacy**

Please see our [Privacy and Opt-Out Notice](#) for details regarding the manner in which we collect and use information about you and maintain the confidentiality of your personally identifiable information. Your access or use of Webster Online Services constitutes your agreement to the terms and conditions of our Privacy and Opt-Out Notice, and our use of information gathered about you in accordance with that policy. Our Privacy and Opt-Out Notice may be revised from time to time. We may notify you of the changes by mail, email, or by posting a modified Privacy and Opt-Out Notice that you can view through Webster Online Services. Your continued use of Webster Online Services following such notification or posting will constitute your acceptance of the revised Privacy and Opt-Out Notice. Accordingly, please check regularly for revisions to our Privacy and Opt-Out Notice.

When you use Webster Online Services, your browsing sessions and transactions will be recorded. We will collect information about your visits to personalize your browsing experience, including your preferences, pages visited, and technical and navigational information regarding your computer and operating systems; such as your Internet Protocol (IP) address, domain name, system configuration and settings. This information is used by us for our business purposes, which may include offering relevant products or services, research, analyzing market trends, improving the design and functionality of WebsterOnline, aiding in dispute resolution and fraud investigation, and other purposes consistent with applicable laws. We will not share this information with third parties, except as permitted by our Privacy and Opt-Out Notice and applicable law. If you do not consent to our collection of this information, you may not use Webster Online Services.

## **Electronic Messaging**

Webster Online Services provides you with the ability to send and receive electronic messages (email and live chat) to and from us. In general, electronic messages, outside of those you create using Webster Online Services, may not be secure. We therefore request that you do not send us or request any sensitive information from us (such as Account Numbers, User Names, Passwords, financial information, etc.) via any general or public email system. Please remember that we may not immediately receive an electronic message sent by you. No action will be made on any electronic message you send us until we actually receive your message and have a reasonable opportunity to act on it. You cannot use an electronic message to originate a bill payment, account inquiry or funds transfer. You cannot send an electronic message to any other person who also uses Webster Online Services.

## **Security**

Webster Online Services is designed to safeguard your online transactions from unauthorized use. We use multiple levels of protection: A User Identification System (User Name and Password), a process to ensure we are connected to your computer, and encryption of your information. The enhanced security enables our customers to register their identity and their personal computers with us, so that we can authenticate them upon logon; as well as enabling our customers to confirm that they are at the genuine WebsterOnline Web site.

Additional protection is provided by "firewalls" at our Web server location, and by policies that restrict access to your account information to only those who need to support you as a customer.

### Identification Protection

When you enroll in Webster Online Services, you will select a User Name and Password. Together your User Name and Password identify you as a Webster Online Services customer and the accounts or functions you are allowed to access. You will be asked to supply your User Name and Password each time you use Webster Online Services. You will then enter your Password on a secure Web page. Separating these two key logon steps better protects the privacy and security of your personal and financial information.

No one can access your account information without supplying the correct User Identification information, so you should be sure to select a User Name and Password that cannot be easily guessed or figured out by others. To help safeguard your Password, you should keep it confidential. You agree not to give your Password, or make it available, to any other person. We are entitled to act on transaction instructions received using your User Name and Password, and you agree that the use of your User Name and Password will have the same legal effect as your signature authorizing the transaction.

### Encryption

Encryption is a method of scrambling your information, including your User Name and Password, so that it cannot be read by others who do not have authorization to unscramble that information. The information you enter is encrypted by your browser, and is only decrypted (unscrambled) when it reaches our Web server.

### What You Can Do To Protect Your Accounts and Information

You agree to adopt and implement all reasonable security measures to protect your accounts and information including, but not limited to, observing the following guidelines:

- Do not share your Password with anyone.
- Do not store your Password in a conspicuous place.
- Log off of Webster Online Services when you are finished using it.
- Do not walk away from your Computer while logged on to Webster Online Services.
- Use anti-virus software to keep your Computer clean and free of viruses.
- Review and reconcile your Account activity on a regular, timely basis.
- Clear your browser's cache on a regular basis in order to remove copies of Web pages that may be stored temporarily on your system. (See your browser "Help" area for information on how to clear your cache.)
- Use the latest version of your browser and operating system.
- Make sure you access the site directly at [www.websteronline.com](http://www.websteronline.com), instead of clicking on links in email that may be disguised as Webster.

From time to time, we may provide links to or from other Internet Web sites. If you are leaving our site, we will generally inform you. You should read the other site's terms of use, Privacy and Opt-Out Notice and other agreements.

## **Warranties Disclaimer**

Webster Online Services is provided "as is" "as available". To the maximum extent permitted by law, we expressly disclaim and you hereby waive all warranties of any kind, either express or implied without limitation, implied warranties or merchantability, fitness for a particular purpose or non-infringement of third party rights. Webster Online Services are not error free, and are not continuously available.

## **Damages**

In no event shall we or our Officers, Directors, Employees or Agents be liable to you for any loss including, without limitation loss of data, injury or damages, whether direct, indirect, special, incidental, exemplary or consequential, including lost profits arising out of or related to this Agreement or the subject matter herein even if we have been advised of the possibility of such loss, injury or damages. Some jurisdictions do not allow the exclusion or limitation of implied warranties or liability for incidental or consequential damages, so the above exclusions or limitations may not apply to you.

## **Termination**

You may terminate your use of Webster Online Services at any time by calling Webster Bank at [800-995-9995](tel:800-995-9995) or by sending an electronic message using the Webster Online Services messaging system. You may also write to Webster Online Services, P.O. Box 10305, WFD 730, Waterbury, CT 06726. We may terminate your use of Webster Online Services in whole or in part, for any or no reason, at any time without prior notice. If for any reason more than one person is authorized to withdraw funds from your Account or electronically access your Account, we cannot stop that person from using Webster Online Services. If we terminate your use of Webster Online Services, we reserve the right to make no further transfers, payments or transactions from your Account, including any transfers and transactions you have previously authorized. If you do not log on to Webster Online Services for an extended period of time, your service may be considered inactive. We reserve the right to terminate your access to Webster Online Services without notification to you if it has been inactive for 90 consecutive days.

## **Section 2**

### **TERMS AND CONDITIONS OF WEBSTER ONLINE SERVICES**

As used in this Agreement, "Webster Online Services" refers to the online banking activities such as applying for a loan, opening an account, checking account balances, transferring money between accounts, Online Bill Payment services and any additional services we may provide in the future. "Account" means any consumer or business deposit account or loan that is included in your Webster Online Services profile. "Default Online Bill Pay Account" means the checking account at Webster Bank from which you have requested we make payments on your behalf pursuant to this Agreement. "Brokerage Account" means a non-deposit account offered by Webster Investment Services ("WIS"), a division of Webster Bank. A Brokerage Account; (i) is

not insured by the FDIC or any other agency of the United States, Webster Bank or a subsidiary or affiliate of Webster Bank; (ii) is not a deposit of other obligation of, or guaranteed by Webster Bank or a subsidiary or affiliate of the Webster Bank and (iii) involves risk, including the possible loss of the principal amount invested.

## **Webster Online Services**

You may use a computer to electronically direct us to make payments from your Checking Account to third parties ("Payees") whom you have selected in advance to receive payment through Webster's Online Bill Payment Service. The Online Bill Payment Service is described more below. You may also use your computer to check the balance in your Accounts that are included in your Webster Online Services profile, to schedule transfers between eligible Accounts and to add eligible Accounts to your Webster Online Services profile. The WIS Brokerage Account information linked to your Webster Online Services profile is subject to a "Market Data" disclosure.

**MARKET DATA:** Each participating national securities exchange or association asserts a proprietary interest in all of the market data it furnishes to the parties that disseminate the data. Account holder(s) understand that neither any participating national securities exchange or association nor any supplier of market data guarantees the timeliness, sequence, accuracy, or completeness of market data or any other market information, or messages disseminated by any party. Neither Webster Investment Services ("WIS") nor any dissemination party shall be liable in any way, and account holder(s) agree to indemnify and hold harmless WIS and such disseminating party, for (a) any inaccuracy, error, or delay in or omission of (i) any such data, information, or message (ii) the transmission or delivery of any such data, information, or message; or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay, or omission, (ii) non-performance, or (iii) interruption of any such data, information, or message, due either to any negligent act or omission by WIS or any dissemination party or to any "force-majeure" (i.e. floods, extraordinary weather conditions, earthquake, or other acts of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, or equipment or software malfunction) or any other cause beyond the reasonable control of WIS or any dissemination party. Account holder(s) understand that the terms of this Agreement may be enforced directly against the account holder(s) by the national securities exchanges and associations providing market data. Account holder(s) shall use real time quotes only for individual use and shall not furnish such data to any other person or entity.

Other disclosures and agreements required by law applicable to brokerage accounts are provided on the brokerage Web site.

## **Balance Inquiries and Transfers**

You may use Webster Online Services to check the balance of your accounts and to transfer money among your eligible accounts. The balance shown online may differ from your records because it may not include deposits in progress, outstanding checks, or other withdrawals, payments, purchases or charges.



## Transfers Between Webster Bank Accounts

A money transfer request may not result in immediate funds availability because of the time required to process the transaction. If you schedule a money transfer between Accounts on a day that is not a Business Day, the transfer will not be processed until the end of the next Business Day. If you schedule a money transfer Monday through Friday between 7:00 p.m. and 7:00 a.m. (other than a holiday), the transfer will not be processed until the end of the next Business Day. If there are insufficient funds in an Account from which you are requesting a money transfer, including any available overdraft line of credit if applicable, the transfer will not be processed and you will receive notification that the transfer was rejected. Individual or daily transfers between eligible Accounts may be made in any amount not exceeding the available balance (subject to verification) in your Account from which the transfers are made. We reserve the right to limit the frequency and dollar amount of transactions from your Accounts for security or regulatory reasons.

If the funds transfer is from an account that is an open end credit type loan account, your account agreement may state that advances under the agreement are to be made by check or similar item. By using Webster Online Services to transfer money from such an account, you agree that the transfer is the equivalent of writing such an item and your intent to sign the item. Otherwise, the terms of the account agreement govern, including error resolution.

According to Federal regulations, you may not make more than six (6) pre-authorized or automatic transfers from your Savings Account or Money Market Deposit Account during any monthly statement period. No more than three (3) of these transfers may be made payable to third parties, such as point of sale transactions or checks. If you make more transfers in any month or statement cycle than you are allowed to make, a fee will be charged and your privilege to make transfers may be suspended or terminated, or the account may be closed or changed to an account that allows unlimited transfers at our option. The amount of the fee is listed in the applicable Fee Schedule (which is defined as either the Fee Schedule For Consumer Accounts or Fee Schedule for Business Accounts depending upon the type of account in question). You are not limited in the number of transfers from your Checking Accounts.

## Online Payments

### Bill Payments

You may make payments through Webster Online Services to any business, Payee, or professional that generates a bill or invoice for products or services provided to you or on your behalf and that has an address we can verify ("Business Payee. ") You also may make payments through Webster Online Services to individuals, family, or friends.

Payments may only be made to Payees with a U.S. payment address. You may not make a payment of alimony, child support, or court-directed payments through Webster Online Services. You may not purchase securities through Webster Online Bill Pay Service.

If you are a consumer, you represent and warrant to us that you will use your Account and Webster's Online Bill Pay Service solely for personal, family or household purposes and not for

any business or commercial purpose. If you are a business, you represent and warrant to us that you will use your Account and Webster's Online Bill Pay Service solely for business or commercial purposes and not for any personal, family or household purpose. We reserve the right to limit the dollar amount of Online Bill Pay transactions.

#### Tax Payments (Business Customers)

You may make payments through Webster Online Services to various tax agencies by use of the ACH Credit Method. This Service authorizes Webster Bank to initiate credit entries by means of the Automated Clearing House (ACH) Network pursuant to the terms of this Service and the rules of the National Automated Clearing House Association. You may be required to enroll with the applicable tax agency prior to making your first tax payment. You should contact the tax agency prior to making your first tax payment. You must set up the tax payee and specify payment details. We will process your tax payment as you have instructed us to do when you set up the payment. Webster reserves the right to impose fees for this service. You agree that you, and not Webster, are fully and solely responsible for any and all late fees, penalties, fines, interest or assessments, relating to or arising from use of the online tax payment service, regardless of the reason. Late fees, penalties, fines, interest and assessments may accrue for reasons that include but are not limited to: failing to enroll with the tax agency, failing to initiate payment with sufficient time for the payment to be transmitted to the taxing authority plus time for the agency to post the payment to your account. If you, however, prove to the agency that you provided the payment delivery instructions to Webster within the appropriate deadlines, the applicable agency may, but is not required to, abate any penalty for late payment.

Making a tax payment through this service does not affect any obligation to file a tax return according to the requirements of the federal or local government.

#### Your Personal Payee List

You must provide sufficient information about each Payee ("Payee Details") as we may request from time to time, to properly direct a payment to that Payee and permit the Payee to identify the correct account ("Payment Account") to credit with your payment. This information may include, among other things, the name and address of the Payee and your Payment Account Number. You will enter your Payee Information directly through your computer. Additions, deletions and changes to Payee Information are entered directly through your computer, and are communicated to us immediately while you are online with Webster Bank. From time to time, we may limit or change the number of Payees you may designate to receive payments through Webster Online Services.

#### Setting Up Payments

You can enter payment information through Webster Online Services 24 hours a day, 7 days a week. However, payments will be set up for delivery only on Business Days. Our Business Days are every day, except Saturdays, Sundays and holidays.

You will set up a payment to be delivered on a specific date, referred to as "Delivery Date". You may set up a payment to be delivered on any future Business Day. EXCEPT FOR TAX PAYMENTS, you may also set up payments to be automatically delivered for a fixed amount on a weekly, every two weeks, monthly, bi-monthly, quarterly, semi-annual or annual basis

("Recurring Payment"). If a delivery date is a day that does not exist for the specified recurring period, then the Delivery Date will be adjusted to the Business Day immediately following the specified period. For example, if you schedule a payment to be delivered on the 30th of each month, your payment for the month of February will be delivered on the following Business Day closest to the 30th.

For payments sent electronically, most payments set up before 5:00 PM will be delivered in one Business Day. For ACH payments, most payments set up before 5:00 PM will be delivered in two (2) Business Days. Based on our estimate of average United States Postal Service mailing times, for payments sent by check, most payments set up before 5:00 PM will be delivered in three (3) Business Days. It is your responsibility to set up a Delivery Date for your bill payments that allows sufficient time for your Payee to receive and process your payment before the actual payment due date, excluding any applicable grace periods. If you do not, you will be fully responsible for all late fees, finance charges or any other action taken by the Payee.

#### Payment Processing

For payments that are sent electronically to your Payee, your Account will be debited one Business Day prior to the Delivery Date of the payment. For payments that are sent through the ACH Network to your Payee, your Account will be debited two Business Days prior to the Delivery Date of the payment. For payments that are sent by check to your Payee, the check will be drawn on the checking account you designated to fund the payment. Your account will be debited when the check is presented to us for payment. If more than one payment has the same "Delivery Date", we will in our sole discretion, determine the order in which these payments will be processed in accordance with the payment posting order guidelines posted at [Deposit Account Disclosure for Consumer Accounts](#) for a Consumer Account and at [Deposit Account Disclosures For Business Accounts](#) for a Business Account. Each payment you make will receive a confirmation number. The confirmation number will be used to resolve any questions you may have regarding your payments.

If there are insufficient funds in your Account at the time we attempt to debit your Account in order to process an electronic payment, ACH or in order to honor a check payment, we can do one of two things. First, we can overdraw your Account to make the payment. If your Account becomes overdrawn, you will be notified of the overdraft and the associated overdraft fee. (For specific fee information, refer to the applicable Fee Schedule.) You agree to reimburse us for the amount of the overdraft and fee charged, if applicable, without delay. Secondly, we can refuse to process the payment. It is solely our option whether to pay or refuse the payment.

#### Delivery of Your Payments

For electronic payments and ACH payments, we will deliver your payments by electronic funds transfer for the account we maintain, or by other means, after we withdraw the funds from your account.

For check payments, we will deliver your payment by mailing to your Payee, a check drawn on the account you designated for payment.

For check payments, if the United States Postal Service determines a mailing address to be invalid or undeliverable or otherwise and returns the payment to us, we will notify you through the WebsterOnline messaging system and forward the check to your attention at the mailing address on file in your online banking profile. We will make no attempts to reprocess this payment. You will be responsible for resolving the delivery and processing of your payment.

#### Payment Alerts

We may create a method by which you can set up a payment alert for each of your payments. You will receive both an external email to the email address you have previously provided us and an internal (WebsterOnline message) email regarding your payment. You may schedule an alert to be sent prior to the Delivery Date set up for the payment. You may also have an alert sent when your payment is delivered. As noted above in the Setting Up Payments section, the Delivery Date is based on average mailing times when payment is by check.

#### No Signature Required

When any payment or other online transaction generates an item to be charged to your Account, you agree that we may debit your designated Account or the Account on which the item is drawn without requiring your signature on the item and without prior notice to you. We may print a notation on the item that states the issuance of the item was authorized by you.

#### Deleting or Modifying Payments

You may delete or edit any payment that has been set up but has not yet been processed through Webster Online Services.

### **Mobile Banking**

The use of mobile technology to access Webster Online Services could present a heightened security risk due to the fact that mobile devices have less sophisticated access protections and wireless transmissions are vulnerable to interception. Webster Bank has implemented mobile banking as an accommodation to its customers, recognizing that any web page is accessible by certain mobile devices. Webster Bank cannot undertake to mitigate the additional risks presented by the use of mobile devices to access Webster Online Services. If you access Webster Online Services via a mobile device, you do so at your own risk and to the maximum extent permitted by law, Webster Bank shall have no liability to you or to any third party arising from or related to your use of mobile banking.

All of the terms of the Webster Online Services Agreement are applicable to your use of mobile banking. Webster Bank does not charge a fee for mobile banking, however, mobile service provider **message and data rates may apply**. Contact your mobile service provider for details on specific fees and charges. Message frequency depends on account settings.

By using Webster Bank mobile banking, you are agreeing to the terms and conditions presented here and certifying that you are the account holder on the account you have accessed using mobile banking.

## Account Alerts

Webster Online Services offers both automatic alerts and optional alerts regarding your account and account transactions. Automatic alerts are sent when certain changes to your account occur, including, but not limited to, password and user name updates or changes to your physical or primary email address. These automatic alerts are sent to your primary email address and are not optional. In addition to automatic alerts, you have the option to choose to receive additional alerts or communications regarding other account activity, delivered by email or text message to a mobile device. By signing up to receive any optional alerts, you consent to delivery of such messages in the format selected (such as email or text message) to the email address or mobile device number you identify. To change or cancel your optional alerts, log in to Webster Online Services and choose the Alerts and Preferences option under the Online Profile menu.

Both automatic alerts and optional alerts are subject to the following:

You are responsible for notifying us of any changes to your email address or mobile device number to which alerts are sent. Anyone with access to your email or mobile device may be able to access the contents of the automatic and optional alerts. It is your responsibility to secure the devices, protect your user name and password, and provide timely information about changes to your email address or mobile device number and we bear no liability or responsibility for any disclosures that occur because you do not take appropriate steps to prevent access to your mobile devices, user name and password or account information by unauthorized persons.

We do not charge you for delivery of automatic or optional alerts, however, your wireless service provider or Internet Service Provider's **message and data rates may apply** and they may levy fees or charges for receipt of messages by your mobile device or computer. You are solely responsible for such charges.

At any time, you can text HELP to 85644 for help, or text STOP to cancel the alerts to your mobile device. You may also contact us for help by calling [800-995-9995](tel:800-995-9995) or by emailing us using the email form on our web site at: [www.websteronline.com](http://www.websteronline.com)

Webster Bank mobile banking and alerts are available with the following participating wireless carriers: AT&T, Cincinnati Bell, Cricket, MetroPCS, Nextel/Boost, Sprint, T-Mobile® U.S. Cellular®, Verizon Wireless, and Virgin Mobile USA.

The automatic and optional alerts provided to you are for convenience purposes only. Automatic and optional alerts may not always be sent in real time. Quiet hours for alerts can be managed by using the phone's 'Do Not Disturb' settings. Alerts may not reflect pending transactions and we do not guarantee the delivery or accuracy of the contents of any alert. Optional alerts are available through your mobile device when it is within the operating range of your wireless service provider or a computer having an active connection to the internet. The automatic and optional alerts are subject to transmission limitation or interruption. You agree that we shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content in an alert; or for actions taken or not taken by you or any third party in reliance on an alert.

## **Account Services (Authorized Access for Business Customers)**

By setting up an online profile for your business, your personal accounts may be displayed along with business account information. This may happen if: (1) you share username and password with co-workers; (2) your social security number was used to open a business credit card account for your business; (3) there is some other association of personal identification information with business information; or (4) If you grant view-only access to your personal account as part of your role as an Administrator for your business. In the event of any problem with this online service, please contact us at [800-995-9995](tel:800-995-9995).

If you associate both your business and personal accounts with your online business profile, you understand that you will only be allowed to pay personal bills from your personal account and business bills from your business accounts. This may require you to enter payees more than once.

## **WEBSTER MOBILE DEPOSIT TERMS AND CONDITIONS**

The terms of the Webster Online Services Agreement (the "Agreement") to which these Webster Mobile Deposit Terms and Conditions are a part as if the same were fully set forth herein, shall apply to the Webster Mobile Deposit service. All of the terms set forth herein are in addition to, not instead of the terms of the Agreement, unless the context requires otherwise, in which case these terms shall control with respect to the Webster Mobile Deposit service only. Unless the context otherwise requires, other terms used in these Mobile Deposit Terms and Conditions have the definitions given to them in the Agreement.

You may deposit certain checks using Webster Mobile Deposit to eligible checking or savings accounts (each an "Account") from home or other remote locations using a mobile device capable of capturing electronic images of the front and back of certain eligible checks and transmitting them to us. You must be enrolled in both online and mobile banking services. You must be an authorized signer or an owner either individually or jointly on the Account that is eligible for this service. Your Account must be in good standing in order to use this service. Accounts (and the deposits) will be governed at all times by the applicable Account Disclosure document.

### **Eligibility**

**WEBSTER MOBILE DEPOSIT IS PROHIBITED FROM BEING OFFERED TO MONEY SERVICE BUSINESSES, OWNERS OR LESSORS OF PRIVATELY OWNED AUTOMATED TELLER MACHINES ("ATMS"), NON-BANK FINANCIAL INSTITUTIONS OR CORRESPONDENT BANKING CUSTOMERS.**

Checks must be drawn on United States financial institutions; IRS checks, savings bonds, Canadian checks, foreign checks, and Insurance checks are ineligible for the Webster Mobile Deposit service. Third-party checks that are payable to any party other than you are not eligible for the Webster Mobile Deposit service. We reserve the right to prohibit you from utilizing the Webster Mobile Deposit service for checks drawn on your Accounts or drawn on the accounts of any of your household members.

## Requirements

- **Check Images.** All check images shall be legible and accurately depict legal and courtesy amount field, payee, date, check number, drawee information, and memo line designation. In addition you must verify that the Magnetic Ink Character Recognition ("MICR") line is true and accurate in its reproduction on the check image. We have the right to adjust the amount of any deposit based on our review of the image. We shall not be liable for any damage resulting from a check or item's poor image quality, including those related to rejection of or delayed or improper crediting of such a check or item or from any inaccurate information you supply regarding the check or item.
- **Endorsement.** You must endorse each check before transmission, exactly as the check or item is made payable.
- **Franking.** In addition to signing the check where required you shall mark the back of each check with the notation "For Deposit Only". If the check was previously refused or rejected and is to be presented for deposit or payment subsequently, then the face of the check must be marked with the date the electronic image was refused or rejected.
- **Destruction of Checks.** All checks shall be retained in a secure fashion after you have deposited the image. Our standards require that the check be retained for a minimum of fourteen (14) calendar days after funds have been made available to you in the Account. You may retain checks for a longer period of time, however, our standards require that such retention does not exceed forty-five (45) calendar days.
- **Safeguarding of Checks.** You shall safeguard all checks prior to their destruction from unauthorized access and use, including without limitation, theft, alteration, access, re-imaging, and re-presentation.
- **No Further Use of Check.** You will not permit the check to be presented, returned or otherwise used to obtain a payment that would duplicate the payment sought by the deposit made via the Webster Mobile Deposit service.
- **Internet Connectivity.** You are responsible for your own hardware and software including the equipment used to provide connectivity to the internet. You are responsible for troubleshooting internet connectivity issues with your Internet Service Provider ("ISP") or Mobile Service Provider and all connectivity and data charges, fees, problems, interruptions and related issues shall be your responsibility and not ours.
- **Controls.** You agree to have controls in place to ensure your compliance with your obligations to us as set forth in this TOS, the Agreement and elsewhere. Without limiting the generality of the foregoing, the security of access to checks, all relevant banking information and all archives (physical and digital) shall be maintained.

## Customer's Representations and Warranties

You represent and warrant that (i) all deposits made via the Webster Mobile Deposit service shall conform in all respects to the requirements herein, the Agreement, any reasonable Webster instructions, rules or policies as may be communicated to you from time to time, and any other applicable requirement under the law; (ii) all signatures on each check are authentic and authorized; (iii) the check has not been altered; (iv) all check images are true, authentic representations of the checks they represent and meet the quality standards set forth herein; (v) you have not and shall not submit any duplicate deposit, check, check image or deposit made via the Webster Mobile Deposit service, or otherwise authorize, allow or suffer any third party to

submit any duplicate deposit, check, check image or deposit made via the Webster Mobile Deposit service; (vi) we shall in no event suffer any loss, damage or harm in connection with the deposit of any check made via the Webster Mobile Deposit service; (vii) all information provided to us is true and accurate; (viii) all checks are authorized and valid, and not subject to defenses by the applicable maker or drawee; and (ix) you have complied with all laws, rules and regulations in connection with the Webster Mobile Deposit service, including without limitation, the Check Clearing for the 21st Century Act ("Check 21").

### **Transmission of Deposits**

- **Notice of Acceptance.** No deposit made via the Webster Mobile service shall be valid against us until receipt of such deposit by us, as evidenced by written acknowledgement of receipt by us. We reserve the right to reject any check or item transmitted through this service, at our discretion, without liability to you. We are not responsible for any deposit made via the Webster Mobile Deposit service that we do not receive, regardless of the reason. An image of a check or item shall be deemed received when you receive confirmation from us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, able to be processed or complete or that funds will be credited for that check or item. In the event you do not receive confirmation of receipt by us within twenty-four (24) hours of transmitting the deposit via the Webster Mobile Deposit service, you shall contact us at [800-995-9995](tel:800-995-9995). Notwithstanding the foregoing, we are not responsible for any deposit made via the Webster Mobile Deposit service that does not comply with the terms of this TOS, the Agreement, applicable law or any other requirement of us (including without limitation, check eligibility, image quality, late or missing deposits, or deposit and file limits specified by us).

**Email Notifications.** You will receive a "deposit received" confirmation email once you have submitted a deposit. If your deposit was made before the Business Day cutoff of 5:00pm EST you will receive a second email within 4 hours after you have received the initial deposit received confirmation email informing you whether or not the deposit has been approved or declined. If your deposit is made after 5:00pm EST you may not receive the approval or decline email until the next Business Day. A Business Day is every day, except Saturdays, Sundays and holidays.

- **Limits.** We may establish limits that apply to the amount of any individual check, the dollar amount and number of checks that may be deposited in a day, and the dollar amount of checks that may be deposited in a multi-day period. If you associate one or more Consumer account(s) with one or more Business account(s) in your online profile, the "Business account" limits described below will apply, not only to your Business account(s), but also to the Consumer account(s) in your profile. Consumer accounts that have been open and in good standing for less than 6 (six) months on Webster's system: you may deposit up to twenty five (25) checks in one (1) Business Day not to exceed a total of \$7,500 for Premier and Webster One accounts, \$3,000 for all other accounts. Over a ten (10) Business Day period you may deposit fifty (50) checks not to exceed a total of \$15,000 for Premier and Webster One Accounts, \$5,000 for all other accounts. Consumer accounts that have been open and in good standing for at least 6 (six) months on Webster's system: you may deposit up to twenty five (25) checks in one



(1) Business Day not to exceed a total of \$15,000 for Premier and Webster One accounts, \$10,000 for all other accounts. Over a ten (10) Business Day period you may deposit fifty (50) checks not to exceed a total of \$25,000 for Premier and Webster One Accounts, \$15,000 for all other accounts. The Webster Mobile deposit service is not available with Opportunity Checking. Business accounts that have been open and in good standing for less than 6 (six) months on Webster's system: you may deposit up to twenty five (25) checks in one (1) Business Day not to exceed a total of \$10,000. Over a ten (10) Business Day period you may deposit fifty (50) checks not to exceed a total of \$20,000. Business accounts that have been open and in good standing for at least 6 (six) months on Webster's system: you may deposit up to twenty five (25) checks in one (1) Business Day not to exceed a total of \$15,000. Over a ten (10) Business Day period you may deposit fifty (50) checks not to exceed a total of \$25,000. We reserve the right to modify such limits from time to time or to impose different limits on certain customers. To view any modifications to such limits please visit [www.websterbank.com/mobile](http://www.websterbank.com/mobile). If you attempt to make a deposit in excess of such limits we may reject your deposit. If we permit you to make a deposit in excess of such limits, that deposit will be subject to the terms of this Agreement, may be subject to additional availability restrictions, and we will not be obligated to allow such deposits at any other time.

- **Deadlines.** You understand that all deposits made via the Webster Mobile Deposit service must be received by us by 5:00 pm EST, in order for such deposit to be credited on the Business Day it was transmitted. All deposits made via the Webster Mobile Deposit service received after such deadline (or received on a day other than a Business Day) shall be credited on the Business Day following such receipt. Please refer to your Deposit Account Disclosure for when funds will be made available.

### **Notice Of Returned Deposits**

- **Returned Deposits.** You specifically agree that we shall have no obligation whatsoever (including without limitation, to process, repair, return or represent) in connection with any failure of a check, check image, file or deposit to meet any specifications or requirements provided by us to you.
- **Representment.** If we have credited your account for a check that is subsequently returned to us unpaid, we reserve the right to deduct the amount of the returned check from your account, as well as any applicable fees. We may, solely at our option and without undertaking an obligation to do so, re-deposit the returned check and deduct the applicable fee from your account and you shall hold us harmless for any and all fees and or losses associated therewith. If we choose to re-deposit the returned check, you expressly agree that you have consented to this action and further agree that we have not waived or forfeited our right to deduct the amount of the returned check from your account by exercising the option to re-deposit.
- **Time and Manner of Returns.** You agree that you shall accept a returned deposit made via the Webster Mobile Deposit service at any time in the event such return was caused by or resulted from your failure to comply with this TOS or the Agreement. In the event of a return, you agree that such return may be made in any legally acceptable form (including without limitation, image, image replacement document, or MICR memo). You may only

present the check for deposit, in connection with a returned deposit, only by delivery of the tangible check and only upon our prior written approval.

- The Webster Mobile Deposit service is a Convenience. You acknowledge and agree that the Webster Mobile Deposit service is a convenience. We reserve the right to discontinue the Webster Mobile Deposit service for any or no reason. We may terminate the Webster Mobile Deposit service or the Agreement at our sole discretion, immediately upon notice for any violation of the Agreement, these Mobile Deposit Terms and Conditions or any law, rule or regulation, and for any other reason set forth in the Agreement. We also may terminate these Mobile Deposit Terms and Conditions at our sole discretion for any or no reason upon reasonable advance written notice and you agree that in all cases five (5) Business Days is reasonable. We shall have no liability to you or to any third party for interruption or discontinuation of the Webster Mobile Deposit service. Your sole remedy will be to make your deposit in person at any of our banking offices.

### **Funds Availability**

Funds shall be available for withdrawal as provided in the Deposit Account Disclosure Agreement under the Funds Availability section, but such availability shall be subject to our discretion with respect to our risk-based monitoring of your account. In addition, all funds are available subject to the provisions of the Deposit Account Disclosure Agreement. You will see your deposit reflected in your available balance once funds become available.

### **Intellectual Property Rights**

Your use of the Webster Mobile Deposit service does not grant you any ownership or proprietary rights in it or to any part of Webster Mobile Deposit service. All rights, title and interest in and to the Webster Mobile Deposit service remain with us or our agents or licensors as applicable.

You will not (i) reverse engineer, decompile, disassemble, or attempt to discover or modify in any way the Webster Mobile Deposit service or any part thereof (ii) modify, translate, adapt, rent, lease, loan, create or prepare derivative works of the Webster Mobile Deposit service or any part thereof (iii) provide, disclose, divulge or make available to or permit the use of the Webster Mobile Deposit service or any part thereof by any third party (iv) copy or reproduce any part of the Webster Mobile Deposit service or any part thereof or (v) interfere or attempt to interfere with the Webster Mobile Deposit service or any part thereof in any way.

### **Webster Mobile Deposit Service Warranties**

YOU ACKNOWLEDGE THAT THE WEBSTER MOBILE DEPOSIT SERVICE IS PROVIDED "AS IS" AND THAT YOU USE IT AT YOUR SOLE RISK. EXCEPT AS EXPRESSLY SET FORTH IN THESE TOS AS TO THE WEBSTER MOBILE DEPOSIT SERVICE WEBSTER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### **Indemnification**

In addition to the indemnifications set forth in the Agreement and in the Deposit Account Disclosure Agreement, you agree to indemnify and hold Webster harmless from any claim, cost,

loss, or damage arising directly or indirectly from your failure to comply with these Mobile Deposit Terms and Conditions.

### **Limitations of Liability**

WEBSTER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES EVEN IF IT WAS ADVISED OF THE POSSIBILITY OF SUCH.

### **Amendment**

We may amend or change any of the terms and conditions of these Mobile Deposit Terms and Conditions at any time upon at least twenty-one (21) days written notice to you prior to the effective date of any change or amendment. If you do not agree to the change or amendment, you must discontinue using the Webster Mobile Deposit service. Notwithstanding the foregoing, we may amend or change the term(s) or condition(s) without prior notice to you if the change does not result in higher fees, more restrictive service use, or increased liability to you.

### **Governing Law**

These Mobile Deposit Terms and Conditions shall be governed by, construed and enforced in accordance with CHOICE OF LAW PROVISION OF THE AGREEMENT.

### **Business Remote Deposit Terms of Service**

The terms of the Webster Online Services Agreement (the "Agreement") to which this Business Remote Deposit Terms of Service ("TOS") is a part as if the same was fully set forth herein, shall apply to the Business Remote Deposit service. All of the terms set forth herein are in addition to, not instead of the terms of the Agreement, unless the context requires otherwise, in which case these terms shall control with respect to the Business Remote Deposit service. Unless the context otherwise requires, other terms used in this TOS have the definitions given to them in the Agreement.

**BUSINESS REMOTE DEPOSIT IS PROHIBITED FROM BEING OFFERED TO MONEY SERVICE BUSINESSES, OWNERS OR LESSORS OF PRIVATELY OWNED AUTOMATED TELLER MACHINES ("ATMS"), NON-BANK FINANCIAL INSTITUTIONS OR CORRESPONDENT BANKING CUSTOMERS AND ANY BUSINESSES LOCATED OUTSIDE OF WEBSTER BANK'S CURRENT FOOTPRINT WHICH INCLUDES THE STATES OF CONNECTICUT, NEW YORK, MASSACHUSETTS, AND RHODE ISLAND.**

You agree to purchase the scanning/imaging device ("Equipment") on the list of certified devices provided by us for the Business Remote Deposit service. You agree that you have reviewed the Equipment and it has been deemed suitable for its purposes, by you. We make no warranty of any kind with respect to the Equipment, **INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** All warranty, service, performance or any other issues, claims or damages relating to or arising from the Equipment shall be solely between you and the manufacturer or reseller of the Equipment and not us, regardless of any financing, leasing, payment plans or other offer, promotion or transaction relating to your use of the Equipment.

## Eligibility

- Checks must be drawn on United States financial institutions. Third-party checks that are payable to any party other than you are not eligible for the Business Remote Deposit service. We reserve the right to prohibit you from utilizing the Business Remote Deposit service for checks drawn on your accounts or drawn on the accounts of any of your affiliates.

## Requirements

- Check Images. All check images shall legibly and accurately depict legal and courtesy amount field, payee, date, check number, drawee information, and memo line designation. In addition you must verify that the Magnetic Ink Character Recognition ("MICR") line is true and accurate in its reproduction on the check image.
- Endorsement. You must endorse each check with "For Deposit Only" and you must include the Webster Bank account number for which the check will be deposited on such endorsement.
- Franking. You shall mark the face of each check with a notation indicating that the check has been presented for deposit electronically and any other information as we require. If the check is to be presented for deposit or payment subsequently, then the face of the check must be marked with the date the electronic image was refused or rejected.
- Destruction of Checks. All checks shall be retained in a secure fashion, subject to dual controls until destroyed. Our standards require that the check be retained for a minimum of fourteen (14) calendar days. You may retain checks for a commercially reasonable period of time, however, our standards require that such retention does not exceed forty-five (45) calendar days. You shall safeguard all checks prior to their destruction from unauthorized access and use, including without limitation, theft, alteration, access, re-imaging, and re-presentation.
- Check Image Retention. You shall retain a reproducible image or copy of each check used for each deposit made via the Business Remote Deposit service for no less than two (2) years from the date of settlement of such deposit.
- No Further Use of Check. You will not permit the check to be presented, returned or otherwise used to obtain a payment that would duplicate the payment sought by the deposit made via the Business Remote Deposit service.
- Internet Connectivity. You are responsible for your own hardware and software including the equipment used to provide connectivity to the internet. Connectivity must be via a Dedicated Subscriber Line ("DSL") or greater bandwidth. You are responsible for troubleshooting internet connectivity issues with your Internet Service Provider ("ISP") and all connectivity charges, fees, problems, interruptions and related issues shall be your responsibility and not ours.
- Controls. You agree to have controls in place to ensure your compliance with your obligations to us as set forth in this TOS, the Agreement and elsewhere. Without limiting the generality of the foregoing, the security of access to checks, all relevant banking information and all archives (physical and digital) shall be maintained under dual controls (or other reasonable and prudent protection of monetary assets) and tested periodically,

but in no event less frequently than annually. We shall be entitled to review the results of such tests upon request.

- Audit. We reserve the right to audit your records and compliance with various requirements contained in this TOS, at your location, at our discretion.

### **Customer's Representations and Warranties**

You represent and warrant that (i) all deposits made via the Business Remote Deposit service shall conform in all respects to the requirements herein, the Agreement and any other applicable requirement under the law; (ii) all signatures on each check are authentic and authorized; (iii) the check has not been altered; (iv) all check images are true, authentic representations of the checks they represent and meet the quality standards set forth herein; (v) you have not and shall not submit any duplicate check, check image or deposit made via the Business Remote Deposit service, or otherwise authorize, allow or suffer any third party to submit any duplicate check, check image or deposit made via the Business Remote Deposit service; (vi) we shall in no event suffer any loss, damage or harm in connection with the deposit of any check made via the Business Remote Deposit service; (vii) all information provided to us is true and accurate; (viii) you have fully and accurately disclosed to your customers (to the extent required or reasonably prudent) the fact that you utilize remote deposit processing, which may expedite the time a check clears; (ix) you shall not transmit any virus, Trojan horse, worm, spyware, robot, scanner, smart cookie, malware or other malicious code, file, or algorithm; (x) you have fulfilled all notice requirements, obtained all required consents from the payee, and the payee has not provided an "opt-out" or acted in any other manner inconsistent with the Business Remote Deposit service for which it was submitted; (xi) all checks are authorized and valid, and not subject to defenses by the applicable maker or drawee; and (xii) you have complied with all laws, rules and regulations in connection with the Business Remote Deposit service, including without limitation, the Check Clearing for the 21st Century Act ("Check 21").

### **Transmission of Entries**

- Notice of Acceptance. No deposit made via the Business Remote Deposit service shall be valid against us until receipt of such deposit by us, as evidenced by written acknowledgement of receipt by us. We are not responsible for any deposit made via the Business Remote Deposit service that we do not receive, regardless of the reason. In the event you do not receive confirmation of receipt by us within twenty-four (24) hours of transmitting the deposit via the Business Remote Deposit service, you shall contact us at [800-995-999](tel:800-995-999). Notwithstanding the foregoing, we are not responsible for any deposit made via the Business Remote Deposit service that does not comply with the terms of this TOS, the Agreement, applicable law or any other requirement of us (including without limitation, check eligibility, image quality, late or missing deposits, or deposit and file limits specified by us).
- Deadlines. You understand that all deposits made via the Business Remote Deposit service must be received by us by 8:00 pm EST, in order for such deposit to be credited on the Business Day it was transmitted. All deposits made via the Business Remote Deposit service received after such deadline (or received on a day other than a Business Day) shall be credited on the Business Day following such receipt.

## **Notice Of Returned Business Remote Deposit Entries**

- **Returned Deposits.** You specifically agree that we shall have no obligation whatsoever (including without limitation, to process, repair, return or represent) in connection with any failure of a check, check image, file or deposit to meet any specifications or requirements provided by us to you.
- **Representment.** If we have credited your account for a Check that is subsequently returned to us unpaid, we reserve the right to deduct the amount of the returned Check from your account, as well as any applicable fees. We may, solely at our option and without undertaking an obligation to do so, re-deposit the returned Check and deduct the applicable fee from your account and you shall hold us harmless for any and all fees and or losses associated therewith. If we choose to re-deposit the returned Check, you expressly agree that you have consented to this action and further agree that we have not waived or forfeited our right to deduct the amount of the returned Check from your account by exercising the option to re-deposit.
- **Time and Manner of Returns.** You agree that you shall accept a returned deposit made via the Business Remote Deposit service at any time in the event such return was caused by or resulted from your failure to comply with this TOS or the Agreement. In the event of a return, you agree that such return may be made in any legally acceptable form (including without limitation, image, image replacement document, or MICR memo). You may only present the check for deposit, in connection with a returned deposit, only by delivery of the tangible check and only upon our prior written approval.
- **The Business Remote Deposit Service is a Convenience.** You acknowledge and agree that the Business Remote Deposit Service is a convenience. We reserve the right to discontinue the Business Remote Deposit service for any or no reason. We may terminate the Business Remote Deposit service or the Agreement at our sole discretion, immediately upon notice for any violation of the Agreement, this TOS or any law, rule or regulation, and for any other reason set forth in the Agreement. We also may terminate this TOS at our sole discretion for any or no reason upon reasonable advance written notice and you agree that in all cases five (5) Business Days is reasonable. We shall have no liability to you or to any third party for interruption or discontinuation of the Business Remote Deposit service. Your sole remedy will be to make your deposit in person at any of our banking offices.

### **Funds Availability**

You acknowledge that Federal Reserve Board Regulation CC does not apply to the Business Remote Deposit service. Therefore, funds shall be available for withdrawal as provided in the Agreement, but such availability shall be subject to our discretion with respect to its risk-based monitoring of your account. In addition, all funds are available subject to the provisions of the Agreement.

### **Our Liability**

We agree to make commercially reasonable efforts to ensure the full performance of Webster Online Services. We will be responsible for acting only on those instructions we actually receive

from you in accordance with the terms of this Agreement. We will not assume responsibility for losses and damages:

- If, through no fault of ours, you don't have enough available funds in your account (or available credit under your overdraft protection plan) to cover the transaction or transfer.
- If online banking services weren't working properly.
- If there are postal delays in delivering the payment to the Payee
- If there are processing delays by the Payee due to their own mishandling or due to incorrect payment information that was provided by you.
- If the funds are subject to legal process or other encumbrance restricting the transaction.
- If your Computer (including, without limitation, Internet access through your ISP) is not working properly.
- If you have not properly followed the instructions on how to complete the online transaction.
- If circumstances beyond our control such as: fire, flood, natural disaster, natural causes, state of emergency, earthquake, tornado, or other weather related factors, events of force majeure, interruption of business activities in the locales where our facilities are located, delay in the U.S. Mail, power shortages or failure or system failure, Acts of God, acts of so-called hackers or crackers, Viruses, denial of service attacks, strikes, riots, labor disturbances, civil unrest, war and governmental restrictions.
- If there is any loss, damage or injury resulting from: (i) an interruption in your electrical power or telephone service; (ii) the disconnecting of your telephone line by your telephone company or from deficiencies in your line quality; (iii) any defect or malfunction of your Computer; (iv) an interruption of the service provided by your Internet Service Provider; or (v) any other loss of communications services, including, without limitation, cable and satellite services.
- If, at any time, we have identified you as a credit risk and we have chosen to (i) make all payments and/or transfers initiated by you via Webster's Online Services utilizing a paper draft, as opposed to electronic method; or (ii) terminate your Webster Online Service, or (iii) if we stop offering Webster Online Services.
- If we have a reasonable basis for believing that, through no fault of ours, an unauthorized use of your User Name, Password, or Account has occurred or may be occurring.
- Except as otherwise provided by law, for any loss, injury, or damage, whether direct, indirect, special, or consequential, caused by Webster's Online Services.
- If we are otherwise exempted from liability under applicable laws and regulations.
- There may be other exceptions not specifically mentioned.

### **Customer Representation and Warranties (Business Customers)**

You make the following warranties and representations:

Valid Business Entity. The business that appears in the account title is a legally organized, validly existing business entity in good standing.

For Business Purposes Only. Each of the accounts and each transaction effected through the use of the User Name or Password issued under this Electronic Banking Agreement is maintained primarily for business purposes, and NOT for personal, family or household purposes.

Appropriate Business Resolution. The entering into, delivery and performance of this Agreement have been validly authorized by proper sole proprietor, corporate, limited liability company or partnership, or partnership resolutions. The account signers and persons given access to accounts through a User Name and Password have been duly authorized to act on the entity's behalf and bind the entity with respect to the accounts and services available until actual notice of a change is received by us pursuant to the section in this agreement which addresses responsibility for electronic transfers, and we have adequate time to act on that notice.

User Authorization. All User Names and Passwords issued in connection with the accounts and or loans are issued only to duly authorized representatives and/or signers on the applicable account or loan

## **Safeguarding Security Codes and Security Procedures**

Subject to the next sections, You are responsible for all transfers, payments and other transactions using your User Name and Password on the Webster Online Services. We will not be liable for and will not reimburse you for any losses that may occur as a result of use of your User Name and Password by a third party. You are responsible for keeping your Password and Account data confidential.

## **Lost, Stolen or Unauthorized Use of User Name and Password**

SEE YOUR LOAN AGREEMENT FOR BILLING ERROR NOTICE FOR YOUR RIGHTS AND RESPONSIBILITIES FOR LOANS. SEE YOUR WIS BROKERAGE ACCOUNT RULES FOR YOUR RIGHTS AND RESPONSIBILITIES FOR BROKERAGE ACCOUNTS. You must tell us at once if you believe that your Password has been lost or stolen, otherwise you could lose all of the money in your accounts accessed by the Password plus your maximum overdraft line of credit, if applicable. If you believe your Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission. Call us at [800-995-9995](tel:800-995-9995)

- Send us an electronic message using Contact Us within Webster OnlineServices
- Write to us at:  
Webster Online Services  
P.O. Box 10305, WFD 730  
Waterbury, CT 06726

**Telephoning us immediately is the best and fastest way of limiting your losses.**

## **Limitation on Losses Suffered on Consumer Accounts Only**



If you tell us within two (2) Business Days after you discover that your Password or User Name has been taken or used without your permission, your liability will not exceed \$50.00. If you do not tell us within two (2) Business Days of the unauthorized use of your User Name or Password, and we can prove we could have stopped someone from using your Password without your permission if you had told us, your liability can be as much as \$500.00.

### **Limitation of Liability Applicable to Business Accounts Only**

You are fully responsible for any transaction made by use of your computer, a User Name and Password or procedure. You agree to immediately reimburse us for any loss, claim or damage which we sustain as a result of the use of your computer, a User Name and Password or procedure issued at your request. We shall have no liability for any loss, claim or damage which you sustain as a result of the use of your computer, a User Name and Password or procedure issued pursuant to this agreement. This is true even if your User Name and Password or procedure is lost, stolen or obtained or retained by a person not authorized by you to initiate electronic transactions. We shall have no liability for any loss, claim or damage which you sustain as a result of the use of your computer, a User Name and Password or procedure and even if the use occurs after you have asked us to deactivate your Webster Online Service or procedure, whether we have acted on that request.

### **Arbitration and Dispute Resolution**

Binding Arbitration. We both agree that if a Dispute arises between you and us which we are not able to resolve informally, upon demand by either you or us, the Dispute shall be resolved by the following arbitration process. A "Dispute" is any unresolved disagreement between you and us. It includes any disagreement relating in any way to Accounts or services; to your use of any of our banking locations or facilities; or to any means you may use to access an Account or Webster Bank. It includes claims based on broken promises or contracts, torts, or other wrongful actions. It also includes statutory, common law, and equitable claims, provided however, to the extent that you or we seek relief that is not expressly stated as a dollar amount (including without limitation repossession, replevin, set-off, recoupment, attachment or injunctive or other equitable relief), the claim, dispute or controversy shall not be a claim subject to arbitration. A Dispute also includes any disagreements about the meaning, application or enforceability of these arbitration provisions. These arbitration provisions shall survive the payment or closure of your Account. YOU UNDERSTAND AND AGREE THAT YOU AND WEBSTER BANK ARE WAIVING THE RIGHT TO A JURY TRIAL OR TRIAL BEFORE A JUDGE IN A PUBLIC COURT. The only other exception to these arbitration provisions that is in addition to the exclusions listed above, is that you and we retain the right to pursue, in small claims court, any Dispute that is within that court's jurisdiction. If either you or we fail to submit to binding arbitration following lawful demand, the party so failing bears all costs and expenses incurred by the other in compelling arbitration.

Arbitration Procedure; Severability. You or we may submit a Dispute to binding arbitration at any time notwithstanding that a lawsuit or other proceeding has been previously commenced. NEITHER YOU NOR WEBSTER BANK SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, OR TO

INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Each arbitration, including the selection of the arbitrator(s), shall be administered by the American Arbitration Association (AAA), or such other administrator as you and we may mutually agree to (the AAA or such other mutually agreeable administrator to be referred to hereinafter as the "Arbitration Administrator"), according to the Commercial Arbitration Rules and the Supplemental Procedures for Consumer Related Disputes ("AAA Rules"). To the extent that there is any variance between the AAA Rules and these arbitration provisions, these arbitration provisions shall control. Arbitrator(s) must be members of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the Dispute. No arbitrator or other party to an arbitration proceeding may disclose the existence, content, or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. You and we agree that in this relationship: (1) you and we are participating in transactions involving interstate commerce; and (2) these arbitration provisions and any resulting arbitration are governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code), and, to the extent any provision of that Act is inapplicable, unenforceable or invalid, the laws of the state that govern the relationship between you and us. If any provision of these arbitration provisions dealing with class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, that invalid provision shall not be severable and these entire arbitration provisions shall be unenforceable. Rights Preserved. These arbitration provisions do not prohibit you or us from exercising any lawful rights or using other available remedies to preserve, foreclose, or obtain possession of real or personal property; exercise self-help remedies, including setoff and repossession rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or the appointment of a receiver by a court of competent jurisdiction. Any statute of limitations applicable to any Dispute applies to any arbitration between you and us. The provisions of this arbitration agreement shall survive termination, amendment, or expiration of the Account or any other relationship between you and us.

**Fees and Expenses of Arbitration.** Arbitration fees shall be determined by the rules or procedures of the Arbitration Administrator, unless limited by applicable law. Please check with the Arbitration Administrator to determine the fees applicable to any arbitration you may file. If the applicable law of the state that governs the relationship between us limits the amount of fees and expenses to be paid by you, then no allocation of fees and expenses to you shall exceed this limitation. Unless inconsistent with applicable law, each of us shall bear the expense of our own attorney, expert and witness fees, regardless of which of us prevails in the arbitration.

### **Applicable to Consumer Accounts Only**

We agree to reimburse you, at the conclusion of the arbitration, within thirty (30) days of the issuance of the decision of the arbitrator, all of the filing, administration and arbitrator fees unless the arbitrator determines that the claim was frivolous or brought for an improper purpose (as measured by the standards set forth in Rule 11(b) of the Federal Rules of Civil Procedure).

We hereby agree not to seek an award of attorneys' fees and/or expenses if we prevail in Arbitration.

## **Reviewing Your Statements**

SEE YOUR LOAN AGREEMENT FOR BILLING ERROR NOTICE FOR YOUR RIGHTS AND RESPONSIBILITIES FOR LOANS. SEE YOUR WIS BROKERAGE ACCOUNT RULES FOR YOUR RIGHTS AND RESPONSIBILITIES FOR BROKERAGE ACCOUNTS. In case of errors or questions about your electronic transfers or payments listed on your statement or appearing in your online Account Transaction History, do one of the following, as soon as possible:

- Call us at [800-995-9995](tel:800-995-9995)
- Send us an electronic message using Contact Us within Webster OnlineServices
- Write to us at:  
Webster Online Services  
P.O. Box 10305, WFD 730  
Waterbury, CT 06726

If your statement shows transfers that you did not make or authorize, tell us at once. We must hear from you no later than the applicable Dispute Period. If you do not tell us within the Applicable Dispute Period, you may not get back any money you lost after the applicable Dispute Period has lapsed if we could have stopped someone from taking the money if you had told us in time. The Dispute Period is defined as (a) sixty (60) days for consumer accounts, and (b) twenty-one (21) days for business accounts, commencing on the earlier of (i) mailing of the paper statement reflecting the problem or error, or (ii) receipt of notice on your computer of (x) the actual reflecting the problem or error, or (y) the message indicating the availability of the electronic statement (via the eDelivery Service) reflecting the problem or error.

- Tell us your name and Account Number.
- Describe the error you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

## **Regulation E Disclosure Applicable to Consumer Accounts Only**

In accordance with Federal regulations, 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) days to investigate your complaint or question. If we decide to do this, we will provisionally re-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 may not re-credit your Account. If we decide there was no error, we will send you a written explanation within three (3) Business Days after we finish our investigation (either by U.S. Mail or the Webster Online Services messaging system. ) You may ask for copies of documents that we used in our

investigation. If we have provisionally re-credited your account during the investigation and determine that there was no error, you will be required to return any credit of funds you have received from us. If you do not return the funds, and subject to certain restrictions, we have the right to take the funds out of your Account.

### **Disclosures of Account Information to Third Parties.**

We will only disclose information to third parties about your Accounts, Loans or the transactions you make:

- Where it is necessary for completing a transaction;
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or Payee;
- In order to comply with a governmental agency or court order;
- If you give us permission, which we may require in writing;
- In order to collect information for our internal use, the use of our service providers, and our servicing agents and contractors concerning our electronic fund transfer service;
- If it involves a claim by or against us concerning a deposit to or withdrawal from your Account;
- Where otherwise required or permitted under state or federal laws and regulations or as permitted under our Privacy and Opt-Out Notice.

### **Authorization to Obtain Information**

You agree that we may obtain and use information from credit bureaus and consumer reporting agencies. We may also verify your employment, income pay, salary, assets, debts, and references. You also agree that we may obtain information regarding your Payee Accounts in order to facilitate proper handling and crediting of your payments.

### **Statements/Notices**

We may send you your monthly (or quarterly) Account statement via email or U.S. mail.

### **Entire Agreement**

This Agreement is the complete and exclusive agreement between you and us related to Webster Online Services and supplements any other agreement or disclosure related to your Checking Account or other Accounts including the Deposit Account Disclosures (which contains the Deposit Account Agreement, our policy on Your Ability to Withdraw Funds, and the Electronic Funds Transfers Agreement and Disclosures). In the event of a conflict between this Agreement and any other agreement or disclosures related to your Checking Account or other Accounts or any statement by our employees or agents, this Agreement shall control.

### **Waivers**

No delay or omission by us in exercising any rights or remedies there under shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy by us shall not preclude further exercise therefore or the exercise of any other right or remedy by us. No waiver by us shall be valid unless in writing signed by us.

## **Assignment**

You may not assign this Agreement to any other party. We may assign this Agreement or delegate any or all of our rights and responsibilities under this Agreement to any third parties, without notice to you.

## **Governing Law**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Connecticut, without regard to its conflict of laws and principles.

## **Amendments**

We may amend or change any of the terms and conditions of this Agreement at any time upon at least twenty-one (21) days written notice to you prior to the effective date of any change or amendment. If you do not agree to the change or amendment, you must notify us prior to the effective date of the change or amendment and terminate your use of Webster Online Services. Notwithstanding the foregoing, we may amend or change the term(s) or condition(s) without prior notice to you if the change does not result in higher fees, more restrictive service use, or increased liability to you.

## **Fees**

You will not be charged for Webster Online Services. Fees are described in the applicable Fee Schedule. Fees may change over time. You are also responsible for all telephone, cable, satellite, or other telecommunications charges incurred in connecting to Webster Online Services and for charges by any Internet Service Provider providing connection to the Internet. Fees applicable to the use of a WIS Brokerage account are disclosed in the WIS Commission and Fee Schedule.

Rev. October 2021