



## **Business Online Banking Service Agreement**

This Agreement (the "Agreement") governs the terms and conditions of the use of Business Online Banking, a Computer banking service provided by South Shore Bank. In this Agreement, the words "you" and "your" mean a Business Online Banking customer, and the words "we," "us," and "our" mean South Shore Bank. The word "Account" means your Business Checking Account, Business Savings Account, Business Money Market Account, Certificate of Deposit Account ("CD"), and Business Line of Credit and Loan Accounts.

Your Account and use of Business Online Banking are also governed by the Deposit Account Agreement for Business Accounts, including the Electronic Funds Transfer Agreement portion (collectively, the "Account Agreement") which were provided to you when you opened your Account. Any terms that are not defined in this Agreement have the same meaning as they have in the Account Agreement.

### **(a) General**

Business Online Banking access is available over the Internet. You can access *BusinessOnlineBanking* from the *BusinessOnlineBanking* login page on our Web site once your Account has been activated. No additional software is required for Internet access to *Business Online Banking*. When you login to our Web site, you are requesting Internet access to your accounts and are agreeing to the terms of this Agreement. You are also agreeing that any communication from us to you, including any disclosures or other information required to be delivered in writing under applicable law, may be delivered to you in electronic form, and that such electronic communication shall be in lieu of written communication. This includes electronic delivery of change in terms notices affecting your use of Business Online Banking.

### **(b) You Agree**

If you use Business Online Banking or permit another to use Business Online Banking, you and they agree to the terms and conditions stated in this Agreement. You agree to use Business Online Banking only as provided in this Agreement. If you do not agree to the terms and conditions, you may not use Business Online Banking. By using Business Online Banking, you consent to the electronic transmission of financial information. Your consent will be deemed effective for as long as you use Business Online Banking.

### **(c) Computer Requirements**

In order to use Business Online Banking, you will need a computer, software and Internet browser that support 128-bit encryption. (In this Agreement, your computer and the related equipment are referred to collectively as your "Computer.") You are responsible for the

installation, maintenance, and operation of your Computer. We are not responsible for any errors or failures caused by any malfunction of your Computer, and we are not responsible for any computer virus or related problems that may be associated with the use of Business Online Banking or your Computer.

#### **(d) Access to Business Online Banking**

You can use your Computer to access Business Online Banking 24 hours a day, 7 days a week, except during any special or scheduled maintenance periods. You can access Business Online Banking from the Business Online Banking login page on our Web site once your Account has been activated. No additional software is required for Internet access to Business Online Banking.

You should never provide your User ID and Password to a third party. If you do so, you are authorizing that party to make transactions on your account. Therefore, you are responsible for any transaction, including transfers from your account, resulting from your furnishing your UserID number and Password to a third party. South Shore Bank will not be liable for and will not reimburse you for any losses that may occur as a result of this authorized use of your UserID number and Password.

#### **(e) Eligible Accounts**

In order for you to use Business Online Banking, you must have at least one Account that is a Business Checking Account associated with Business Online Banking. Eligible Accounts include any Business Checking, Business Savings, or Business Money Market Account. Certificates of Deposit, Business Lines of Credit and Loans are available for viewing purposes only. Business Online Banking is limited to business accounts and selected commercial accounts only and does not include personal accounts, except for sole proprietors.

You must be an authorized signer on an Account in order to request Business Online Banking. Only an authorized signer must request Business Online Banking access for other users.

#### **(f) Services Provided**

Business Online Banking allows you to perform the following functions:

1. Transfer collected funds to or from Accounts subject to the rules governing that specific type of Account. You may or may not have access to make transfers from some of your accounts with the Bank. For instance, South Shore Bank will not allow you to make transfers to or from Individual Retirement Accounts (or similar accounts). Transfer of funds to or from your Account(s) may not be effective until the following Business Day. Transfers to and from other United States banks are accomplished via the Automated ClearingHouse and are subject to a twenty four-hour turnaround. It is your sole responsibility and obligation to comply with any state or federal limitations on the transfer of funds.
2. Make payments on your designated Bank business loan(s), and designated personal obligations. Payments may not be effective until the following business day.
3. You may make transfers to or from certain accounts in certain other United States banks.

4. Access balance information and posted activity on Accounts with South Shore Bank and view reports prepared from Account activity.
5. Review the current month's activity and prior month's statements for Accounts.
6. Perform external analysis on certain Account information.
7. Automated ClearingHouse (ACH) or Electronic Debit or Credit Services and Tax Payment services (with a current, signed ACH Agreement).
8. Wire Transfer (with a current signed Wire Transfer Agreement).
9. Any services described may be changed or eliminated, wholly or partially, by us at any time. Daily cut-off times for electronic funds transfers are available by contacting the Bank's Customer Support.

#### **(h) Fees**

Once you apply for Business Online Banking and are approved by us, you will be charged the applicable monthly fee, whether or not you use Business Online Banking services. Please see the Business Services Fee Schedule for Business Accounts for a listing of the fees. You authorize us to deduct all applicable Business Online Banking fees from your Business Checking that you have designated for this purpose. We may change or add fees for Business Online Banking and you will be notified either electronically or in writing in a timely fashion. In addition to the fees noted here, the service charges and fees provided for in other agreements and disclosures will continue to apply.

You are also responsible for all telephone charges incurred in connecting to Business Online Banking and for charges by any Internet service provider providing connection to the Internet.

#### **(i) Limit of Our and Other Providers' Responsibility**

We agree to make reasonable efforts to ensure the full performance of Business Online Banking. We will be responsible for acting only on those instructions that are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages you send. We are not responsible for any losses or delays in transmission of instructions arising out of the use of any Internet service provider providing connection to the Internet or caused by any browser software.

**WE ARE NOT RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF YOUR USE OF BUSINESS ONLINE BANKING.**

#### **(j) Reporting Unauthorized Transactions and Errors**

If you believe that an unauthorized transaction has been made from your Account, or if you believe there has been an error, telephone us immediately at 1-781-628-3715

South Shore Bank  
Attn. Business Online Banking  
1530 Main Street  
Weymouth, MA 02190

### **(k)Customer's Responsibility**

You are responsible for all transfers you authorize using Business Online Banking. If you permit other users to perform Business Online Banking transactions, you are responsible for any transactions they authorize from your Business Online Banking Accounts.

You should notify us immediately if you believe any of your Accounts have been accessed or any UserIDs or Passwords have been used without permission. Contacting us right away will help you reduce possible losses. Telephoning us is the best way to notify us.

If you believe your UserID and/or your Password has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission using Business Online Banking, call or write to us at the telephone number or address set forth in Section (j).

You agree that the Bank's security procedures are commercially reasonable and that our acceptance of a transaction made by use of your UserID(s) and your Password is done in good faith and in compliance with our security procedure.

**THEREFORE YOU ARE FULLY RESPONSIBLE FOR ANY TRANSACTIONS MADE BY USE OF YOUR USERID(S) OR YOUR PASSWORD TO ACCESS YOUR BUSINESS ACCOUNT(S). YOU AGREE TO IMMEDIATELY REIMBURSE US FOR ANY LOSS, CLAIM, OR DAMAGE WHICH WE SUSTAIN AS A RESULT OF THE USE OF ANY USERID OR PASSWORD ISSUED AT YOUR REQUEST TO ACCESS YOUR BUSINESS ACCOUNT(S). WE SHALL HAVE NO LIABILITY FOR ANY LOSS, CLAIM, OR DAMAGE WHICH YOU SUSTAIN AS A RESULT OF THE USE OF ANY USERID(S) OR PASSWORD(S) ISSUED PURSUANT TO THIS AGREEMENT TO ACCESS YOUR BUSINESS ACCOUNT(S).**

### **(l)Bank's Responsibility**

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

1. if you do not have adequate money in an Account to complete a transaction from that Account, or if that Account has been closed;
2. if you have not properly followed Business Online Banking instructions on how to make a transfer;
3. if you have not given us complete, correct, and current instructions so that we can make a transfer;
4. if withdrawals from any of your Accounts have been prohibited by a court order such as garnishment or other legal process;
5. if your Computer was not working properly and this problem should have been apparent to you when you attempted to authorize a transfer;
6. if we have reason to believe that you or someone else is using Business Online Banking for fraudulent or illegal purposes;
7. if circumstances beyond our control prevent making a transfer or payment, despite reasonable precautions that we have taken. Such circumstances include telecommunication outages, postal strikes, fires, and floods.

You should refer to the Account Agreement for other exceptions to our liability.

### **(o)Ending the Business Online Banking Agreement**

Either you or we may terminate this Agreement and your Business Online Banking service at any time upon giving written or oral notice of the termination to the other party. You may mail any written notice of termination to us.

Please note that if more than one of you has signing authority with respect to the Business Online Banking Account then any of you may terminate the Account. We are not responsible for notifying any remaining Account holders of the Account termination. If you terminate Business Online Banking, you authorize us to continue making transfers and bill payments you have previously authorized until such time as we have had a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will make no further transfers or payments from your Accounts, including any transfers or payments you have previously authorized.

If we terminate your use of Business Online Banking, we reserve the right to make no further transfers or payments from your Account, including any transactions you have previously authorized.

### **(p)Governing Law**

This Agreement is governed by the federal laws of the United States and the laws of the Commonwealth of Massachusetts. Any issue relating to an account or service with us that you access through Business Online Banking shall be governed by the laws specified in the agreement for that account or service if there is a separate agreement for that account or service.

### **(q)Business Days / Calendar Days**

Our "Business Days" are every day, except Saturdays, Sundays and holidays. You can use your Computer to access Business Online Banking 24 hours a day, 7 days a week, except during any special or scheduled maintenance periods. For the purpose of this Agreement, "Calendar Days" are every day, including Saturdays, Sundays and holidays.

### **(r)Right to Get Documentation of Electronic Banking Transaction**

You will get a monthly statement covering electronic activity in your Account. You agree to review your monthly statement promptly after you receive it. If your monthly statement shows transactions that you did not authorize, you must tell us at once. You also agree to tell us promptly about any change in your address, so that we may send your monthly statements to your correct address.

### **(s)Amendments**

We may amend or change the Agreement at any time. Changes to this Agreement will be effective immediately after we make them, except for those changes, if any, that we are required by applicable law to tell you about in advance. Those changes will be effective immediately after we have given you prior written notice as required under applicable law. Unless otherwise

required by law, we will notify you of any such change or amendment electronically by posting such notice as a banner message on Business Online Banking.

**(t)Alerts.** Your enrollment in South Shore Bank Online Banking and/or Mobile Banking (the “Service”) includes enrollment to receive transaction alerts and notifications (“Alerts”). Alerts are electronic notices from us that contain transactional information about your South Shore Bank account(s). Alerts are provided within the following categories:

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

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time, or cancel old Alerts. We usually notify you when we cancel Alerts, but are not obligated to do so. South Shore Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

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

**Alerts via Text Message.** To stop Alerts via text message, **text "STOP" to 48179 at anytime.** Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in **South Shore Bank** Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to **48179**. In case of questions please contact customer service at **781.682.3715**. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

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

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

October 2017