

ONLINE BANKING TERMS AND CONDITIONS

This Online Banking Agreement and Disclosure (the "Agreement") is entered into between Millyard Bank ("Bank") and the customer of the Bank, who hereby subscribes to Online Banking Services ("Online Banking"). This Agreement applies to all use of the customer's accounts whether by the customer or by any other person authorized by the customer, and the customer will be responsible for all such use. The customer is sometimes referred to in the Agreement as "you" or "your" and the Bank is sometimes referred to as "we", "us" and/or "our". If you use Online Banking or permit another person to use Online Banking on your behalf, you agree to the terms and conditions stated in the Agreement.

1. SCOPE OF AGREEMENT

1.1 Other Accounts, Loan Agreements and Services. This Agreement governs online access to your accounts with the Bank. The terms and conditions set forth herein are in addition to, and do not cancel or supersede, any other agreements or signature cards governing your deposits, loans or other business relationships with the Bank. All of the terms, conditions, agreements, representations, schedules, disclosures and fees set forth in or associated with such other agreements and signature cards remain in full force and effect. However, the persons you authorize to have access to and make transfers from your account(s) through Online Banking may not be the same persons who are authorized to sign on the account under your other agreements and signature cards with us, or you may give them greater authority to conduct activities through Online Banking than they have under your other agreements and signature cards with us. In cases where your authorizations to other persons do not coincide with your authorizations for the same account(s) under the signature card agreement(s), the signature card agreement(s) will govern Online Banking transactions.

1.2 Fees. The use of Online Banking is provided for free. Service fees may apply for businesses that use our optional premier electronic banking service packages. You authorize us to deduct any fees associated with the use of these services from your primary deposit account with us. Please refer to the Terms and Conditions of these services, provided separately from this Agreement. Please see the Account Agreement which you have with us for a listing of fees. You are also responsible for all telephone charges incurred in connection with Online Banking and for charges by any Internet service provider providing connection to the Internet. Fees also apply for the use of External Transfers as specified later in this agreement.

1.3 Changes in Terms and Other Amendments. We may add, delete or amend the terms, conditions and other provisions, fees, charges, or other terms described in this Agreement at any time upon at least thirty (30) days' notice to you prior to the effective date of any amendment or change. We will notify you of any such change or amendment electronically by posting such notice online and, when required by applicable law, will provide you with written notice of such amendment or change at the postal address provided by you to us and/or send notice to your email address as provided to us. If changes are made for security purposes, they may be implemented without notice. You are bound by any such change if you use the Online Banking service after the effective date of the notice, unless you notify us in writing within ten (10) days of having received the notice that you reject these changes and close your account(s) with us.

1.4 Termination. This Agreement will remain in effect until it is terminated by you or by us. You may cancel your Online Banking services and terminate this Agreement at any time by providing us with written notice or by calling us at 603-882-6500. This cancellation will become effective when we receive

notice from you as provided above, and applies only to your Online Banking services, and does not terminate any other agreements you may have with us. We may terminate this Agreement and your Online Banking services for any reason at any time. We will try to notify you in advance of any termination, but we are not obligated to do so. Upon termination, we reserve the right to make no further payments or transfers from your account(s) pursuant to this Agreement, including payments or transfers you have previously authorized. If you terminate your Online Banking services, you authorize the Bank to continue making transfers you have previously authorized until such time as the Bank has had a reasonable opportunity to act upon your termination notice. You agree that upon termination of your Online Banking services, either by you or by us, you will cancel all automatic or recurring transfers you have previously authorized, and that if you fail to do so, you are responsible for such payments.

2. DESCRIPTION OF AND LIMITATIONS ON ONLINE BANKING

2.1 General Description of Services. In general, the Online Banking service enables you to perform the following transactions:

- Search transaction histories and obtain balance information on your deposit and loan accounts with the Bank.
- Transfer funds between your transaction accounts.
- Use bill payment services.
- e-Statements. You may enroll to receive your account statements electronically through Online Banking. Upon enrollment, you will no longer receive paper statements. An email notification will be sent to you each statement cycle indicating that your statement is ready for viewing from within Online Banking. Your statement will not be mailed to you. You are responsible for notifying us of any changes to your email address to which these notifications are sent. Your full account number will not be included in any notification. You may enroll for this service or change your email address by notifying the bank in writing.

This list is not exhaustive and the Bank may offer additional or different Online Banking services in the future, all of which will be governed by this Agreement, as amended.

2.2 Types of Transfers and Limitations. You can make an internal transfer of funds from one account with the Bank to another, such as a transfer from a savings account to a checking account. Transfers may be limited in amount as provided in our Account Agreements with you governing these services or in accordance with Bank policies. In addition, your ability to transfer funds between certain accounts is limited by federal law, as stated in your deposit agreements with us. The Bank reserves the right to further limit the frequency and dollar amount of transactions from your accounts for security or credit reasons, as the Bank may determine at any time at its sole discretion.

2.3 Overdrafts; Order of Payments. It is your responsibility to ensure that you have enough money or credit available in an account from which you instruct us to make a payment or transfer. If funds are withdrawn from any of your accounts by means of electronic fund transfers, other than through Online Banking on the same business day as an Online Banking transaction, and if the account contains insufficient funds to enable both the electronic fund transfer and the Online Banking transfer to be made, the transfers will be made in the order determined by the Bank, in its sole discretion. You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have

insufficient funds for the transaction, you agree to reimburse us upon our demand, and you further agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permitted by the applicable law and the terms of any other relevant Account Agreements. Overdraft fees may apply.

2.4 Bill Payment Service. Check Free Bill Payment Service is offered by Millyard Bank. Please refer to the Terms and Conditions of the bill payment service, provided separately from this Agreement.

2.5 Computer Requirements. In order to use Online Banking, you must have your own Internet service provider and the necessary computer equipment required by the browser which you select. In this Agreement, your computer and the related equipment are referred to together as your "Computer". You are responsible for the installation, maintenance and operation of your Computer and your applicable software.

2.6 Access Code and Security. Usernames and Passwords will only be allowed for customers who have a deposit or loan account with us. You will be required to establish a Username and Password upon your initial entry into the system. Your Password can be changed within Online Banking or by calling us at 603 882-6500. For security purposes, it is recommended that you memorize your Password and do not write it down. You are responsible for keeping your Password and account data confidential. You will need the Username and Password to gain access to Online Banking. Millyard Bank strongly encourages the use of strong passwords to assist in keeping your account information private. Complexity should be used when creating a strong password. This includes the use of numbers, upper and lower case letters and special characters. You should keep your Username and Password confidential in order to prevent unauthorized use of Online Banking and possible loss to your accounts. You are responsible for all transactions you authorize or make using Online Banking, including any transactions that may be unintentionally or inadvertently authorized or made, and any losses, charges, or penalties incurred as a result. In addition, except as otherwise provided in this Agreement, you are responsible for transactions by unauthorized persons using your Username and Password.

2.7 Reporting Unauthorized Transaction or Theft or Loss of Access Codes. If you believe that an unauthorized transaction has been or may be made from your account, alert the Bank immediately by calling us at 603 882-6500, or write us at: Millyard Bank, Attn: Operations Department, 57 Northeastern Boulevard, Nashua, NH 03062.

2.8 No Signature Required. When using Online Banking to pay bills, you agree that the Bank, without prior notice to you, may debit any payment account(s) to pay checks that you have not signed by hand or by legally acceptable form of electronic signature. When using Online Banking to make transfers from credit accounts, you agree that the Bank, without prior notice to you, may take any action required to obtain cash advances on your behalf, including charging any credit account(s) at the Bank without your handwritten or legally acceptable electronic signature.

3. RESPONSIBILITY OF PARTIES

3.1 Privacy and Confidentiality. The importance of maintaining the confidentiality and privacy of the information provided by our customers is one of our highest priorities. You should carefully review our privacy policy as stated on our website www.MillyardBank.com. Our privacy policy is incorporated in this

Agreement by reference and you hereby agree that you have read our privacy policy, understand it and agree to its terms.

3.2 Customer's Responsibilities. You are responsible for keeping your Username, Password, and account data confidential.

3.3 Things for Which We Will Not Be Responsible and Further Limitations on Our Liability.

(a) Access. We will not be liable under this Agreement for failure to provide access or for interruptions in access to Online Banking due to a system failure or due to other unforeseen circumstances.

(b) Your Computer Equipment & Your Software. We will not be responsible for any errors or failures from any malfunction of your Computer or a computer virus, or other problems relating to your computer equipment used with Online Banking. We are not responsible for any errors, damages, or other losses you may suffer due to malfunction or misapplication of any system you use, or any equipment you may use to access or communicate with Online Banking.

(c) Computer-Related Warranties. Neither we nor any software supplier nor information provider represents and warrants to you that the software we supply to you for Online Banking is free from any defects, computer viruses or other software-related problems. In the event of such defects or computer virus caused by any Online Banking software, our sole responsibility shall be limited to the replacement or the reasonable cost of replacement of the software we provided in connection with the Online Banking services. We will not be liable for any indirect, special, consequential, economic or other damages. In states which do not allow the exclusion or limitation, our liability is limited to the extent permitted by applicable law.

(d) General Limitation on Liability. In no event shall the Bank be liable for special, indirect, punitive, incidental, or consequential loss or damage of any kind, including lost profits, whether or not the Bank has advised you of the possibility of such loss or damage arising or related to your use of Online Banking. In states which do not allow the exclusion or limitation, our liability is limited to the extent permitted by applicable law.

4. FUNDS TRANSFER SERVICE FOR ACCOUNTS SUBJECT TO THE ELECTRONIC FUNDS TRANSFER ACT

Some of the accounts to which you have household access through Online Banking may be governed by the Electronic Funds Transfer Act (EFTA) and Reg. E. In general, the EFTA and Reg. E govern accounts established by a natural person primarily for personal, family or household purposes. The following terms and disclosures apply to accounts governed by the EFTA and Reg. E ("EFTA Accounts"), and, with respect to EFTA Accounts, if there is any conflict between these disclosures and terms set forth elsewhere in this Agreement, these disclosures shall control. These disclosures do not apply to accounts that are not EFTA Accounts.

4.1 Customer Liability. Contact us AT ONCE if you believe your Username and Password has been compromised or stolen or if you believe that an electronic funds transfer has been made from your account without your permission. Telephoning us immediately is the best way of keeping your possible losses down. Call our Operations Department at 603 882-6500. Also, if your statement shows transfers that you did not make, tell us at once. Please refer to the EFTA section of the Deposit Accounts Agreement provided separately from this agreement.

4.2 Bank's Responsibility. The Bank is responsible for completing transfers on time according to your properly entered and transmitted instructions. However, the Bank will not be liable for completing transfers:

- if, through no fault of ours, you do not have enough available money in your account from which a payment or transfer is to be made, if the account has been closed, frozen, or is not in good standing, or if we reverse a payment or transfer because of insufficient funds;
- if any transfer exceeds the credit limit of any account or under the Instructions of this Agreement;
- if you have not properly followed software or Online Banking instructions on how to make a transfer or other transaction;
- if you have not given the Bank complete, correct, and current instructions, account numbers, Username and Password, or other identifying information so that the Bank can properly credit your account or otherwise complete the transaction;
- if you receive notice from a merchant or other institution that any payment or transfer you have made remains unpaid or has not been completed, and you fail to notify us promptly of that fact;
- if withdrawals from any of your linked accounts have been prohibited by a court order such as a garnishment or other legal process;
- if your Computer, your software, or Online Banking was not working properly and this problem should have been apparent to you when you attempted to authorize a transfer;
- if you, or anyone you allow, commits fraud or violates any law or regulation;
- if your Username and Password have been reported stolen or compromised or your Online/Mobile Banking access has been suspended;
- if we have reason to believe that the transaction is unauthorized;
- if circumstances beyond the Bank's control prevent making a transfer or payment, despite reasonable precautions that the Bank has taken.

There may be other exceptions to the Bank's liability as stated in the Account Agreements we have with you.

4.3 Disclosure of Account Information to Others. To the extent necessary to carry out the Online Banking functions, the Bank may disclose information about your accounts to third parties in the following instances:

- when it is necessary for completing transfers;
- in order to verify the existence and condition of a Payment Account, such as a credit bureau, merchant, or for a payee or holder of a check issued through Online Banking;
- in order to comply with laws, government agency rules or orders, court orders, subpoenas or other legal process, or in order to give information to any government agency or official having legal authority to request such information;
- to protect and enforce our rights;
- in order to share our experience with you with reputable credit reporting agencies as authorized under federal law. Under the Fair Credit Reporting Act, you have the right to make sure that your credit bureau reports are correct and accurate;
- in order to share information with our affiliates to the extent allowed by law;

- in order to contract with outside agents or service providers to prepare account statements, enter or calculate transactions and balances, or provide other materials or services on our behalf;
- if you give us your written permission (which may be by electronic or telecommunications transmission as well as on paper);
- to our employees, auditors, service providers, attorneys, or collection agents in the course of their duties.

4.4 Error Resolution. If you believe your Username and/or Password has become known by an unauthorized person, or that an unauthorized transaction has been or may be made from your account, alert the Bank immediately by calling us at 603 882-6500, or write to us at: Millyard Bank, Attn: Operations Department, 57 Northeastern Boulevard, Nashua, NH 03062.

If you think your statement is wrong or if you need more information about a transaction listed on the statement, the Bank must hear from you no later than sixty (60) days after it sends or delivers to you the FIRST statement on which the problem or error appeared. If you requested more information about a problem or error, the Bank must hear from you within sixty (60) days after it sends or delivers that information to you.

- Tell us your name and account number(s).

- Tell us the type, time, and date of the transaction and the dollar amount of the suspected error.

Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. If you tell the Bank orally, we may require that you send in your complaint or question in writing within ten (10) business days after we hear from you and we will then in good faith attempt to correct any error promptly. If the Bank needs more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question, in which case, the Bank 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 the Bank to complete its investigation. If the Bank asks you to put your complaint or question in writing and does not receive it within ten (10) business days, the Bank may not re-credit your account. If the Bank decides that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and will debit the provisionally credited amount from your account. You may ask for copies of the supporting documentation used in the Bank's investigation.

5. MOBILE BANKING SERVICES

Mobile Banking is made available for customers who have signed up for and use Online Banking. Mobile Banking allows you to view your balances, transfer funds, have notification alerts and pay your bills all on your mobile device. Our Mobile Banking offers the following services: downloadable application for your phone or tablet, mobile browser, text banking and alerts. Enrollment requires identification of the user's Online Banking credentials. Message and data rates may apply. You can find additional information through our website www.MillyardBank.com or by calling us at 603 882-6500. The Mobile Banking services may be unavailable from time to time due to unforeseen circumstances outside the Bank's or service provider's control.

5.1 Mobile Deposit. Mobile Deposit is a remote deposit capture service for check deposits that is made available to you as part of our Mobile Banking application. Your use of Mobile Deposit is subject to the terms and conditions of this Agreement, and the Deposit Account Agreements applicable to your checking, savings, and money market accounts, all of which are incorporated herein by reference. We

reserve the right in our discretion to amend these terms and conditions at any time. Amendments will be made available to you on our website, and your continued use of Mobile Deposit will demonstrate your agreement to such amendments. With each use of Mobile Deposit, you accept and agree to be bound by the terms and conditions below and all other terms and conditions of this Online Banking Agreement, as amended from time to time.

Please read the terms and conditions below carefully, print a copy, and retain the copy for your records.

- (a) Use of the Service & Endorsement Requirement.** Mobile Deposit allows you to remotely deposit checks into your qualifying checking, savings, or money market account by taking a picture of the front and back of the check with your mobile device's digital camera and delivering the image to us using the Mobile Deposit feature. When depositing a check using Mobile Deposit, you must add the following restrictive endorsement to the back of the check: "For Mobile Deposit" – You agree to comply with all procedures and instructions we establish for use of Mobile Deposit, as amended from time to time.
- (b) Enrollment.** You may request the Bank's Mobile Deposit service when you enroll in the Bank's Mobile Banking services and download our Mobile Banking application. We reserve the right to establish, at our discretion and without prior notice to you, new and additional conditions and qualifications for the use of Mobile Deposit.
- (c) Eligibility.** Customers are considered eligible to use Mobile Deposit after enrolling in Online Banking and Mobile Banking.
- (d) Termination of Service.** We reserve the right to terminate, modify, or suspend your use of Mobile Deposit at any time, with or without cause, if we reasonably believe that you have breached the terms and conditions for use of Mobile Deposit, or as otherwise provided in the Online Banking Terms and Conditions. We further reserve the right to terminate, modify, or suspend your use of Mobile Deposit in the event we establish new conditions and qualifications for use, and you, or your equipment and software, do not meet such conditions and qualifications.
- (e) Technical Requirements.** In order to use Mobile Deposit, you must have your own compatible mobile device (such as a smartphone or tablet) with internet access and a digital camera. All mobile devices and software must meet our minimum technical requirements, which may change at our discretion at any time. You are solely responsible for obtaining, maintaining, and paying for all mobile devices, software, and services (such as text messaging, data transmission, and Internet access capability) necessary for use of Mobile Deposit.
- (f) Image Quality.** Check images and transmissions using Mobile Deposit must clearly show all information on the front and back of the check, including your proper endorsement, and must comply with the standards established by us, our third-party vendors, and governmental and industry regulators. Each image must be legible, true, and accurate, and you may not alter a check image in any way. We are not responsible or liable for any loss or delay arising out of a transmitted image that does not comply with these requirements.
- (g) Transaction Limits.** We may establish limits on the number of checks or the total amount of checks deposited using Mobile Deposit. These limits may change from time to time without notice to you. We reserve the right to modify (including reduce) your transaction limits at our discretion, subject to applicable notice requirements in the Online Banking Terms and Conditions.
- (h) Items Eligible for Deposit.** You agree to take a picture and deposit only checks (certain types of negotiable demand drafts, as defined in Federal Reserve Regulation CC, 12 C.F.R. Part 229) into your

account. Once transmitted to us, the check image will be treated (i) as an “item” under Article 4 of New Hampshire’s Uniform Commercial Code and (ii) as a deposit under your Deposit Account Agreement and applicable notices and disclosures.

You agree not to deposit any of the following types of checks or other items using Mobile Deposit:

- Checks originally made payable to any person other than you, including checks that another person has endorsed to you.
- Checks dated more than 6 months prior to the deposit.
- Checks made jointly payable to you and another person, unless the deposit is to a jointly-held account with that person and both you and that person have endorsed the check, in addition to adding the restrictive endorsement required.
- Any check that you know or suspect (i) has already been deposited in an account or has otherwise been presented or negotiated by, or paid to, you or any other person, (ii) has been rejected or returned as unpaid or non-payable, or (iii) is not payable and collectible in any way.
- “Remotely created checks” and checks previously converted to “substitute checks”, as the terms are defined in Regulation CC.
- Any check that has already been scanned using Mobile Deposit or using a remote deposit capture service of another institution.
- Checks with any alteration on the front or back, or that you know or suspect is fraudulent, subject to defense, or otherwise unauthorized by the owner of the account from which the check is drawn.
- United States Treasury bonds.
- Checks drawn on institutions outside the United States (i.e., foreign checks).
- Checks payable in other than United States currency.
- Traveler’s checks, money orders, substitute checks, or post-dated checks.
- Any check prohibited from deposit under your Deposit Account Agreement or prohibited from payment by law.
- Any check that does not meet the requirements of this agreement or any other agreement you have with us.
- With each check you deposit using Mobile Deposit, you represent and warrant that the check is eligible for deposit, is properly payable and collectible, and is not subject to any defense against payment or collection. You further represent and warrant that the check and your use of Mobile Deposit comply with all terms and conditions applicable to Mobile Deposit, Online Banking, and the account, and comply with all applicable state and federal laws, rules, and regulations. To the fullest extent permitted by law, we reserve the right, in our sole discretion, to reject any check or item you transmit to us for deposit into your account.

(i) Deposit Status. After a check has been deposited using Mobile Deposit and received by us, you should monitor the check’s processing status using the Mobile Deposit service. You will not receive a separate confirmation that a check image has been received by us. Contact us immediately if you suspect any error or that we did not receive the transmission. Please refer to your Deposit Account Agreement for additional responsibilities with respect to notifying us of problems with your deposits. If we become aware of a problem with your deposit (such as the check is rejected, the check image is unusable, the check was previously presented or deposited, or the type of check is

not permitted), we will attempt to contact you within three(3) business days by phone at the number you provided us at account opening.

- (j) Funds Availability.** Availability of funds from checks deposited using Mobile Deposit will be in accordance with your Deposit Account Agreement and our Funds Availability Policy. In general, and subject to our Funds Availability Policy, if a check is deposited using Mobile Deposit before 5:00 PM (ET) on a regular business day and is accepted by us, that day will be the day of deposit and provisional credit on the funds will be made available the next day. Checks deposited after 5:00 pm (ET) or on a nonbusiness day will be considered deposited the next business day. Pursuant to your Deposit Account Agreement, and to the extent permitted by law, each deposit and the availability of funds from the deposit are subject to our rights of charge-back, reversal, refund, and set-off, and our right to place a hold on the check for purposes of review and verification.
- (k) Security and Investigation.** Your use of Mobile Deposit is subject to all security requirements set forth in this Agreement, including your obligation to keep your mobile device and its transmissions secure from unauthorized access. You agree to securely store each check that you deposit using Mobile Deposit for a 30-day period after we have accepted the check. After 30 days, you will securely destroy the check (such as by the use of a document shredder). After you have deposited a check using Mobile Deposit, you agree to never re-deposit or re-present the check, or to negotiate or endorse the check to another person or financial institution. You will promptly provide the check to us upon our request and fully cooperate with us in any related investigation or dispute resolution. Notify us immediately if you learn of any unauthorized access, loss, or theft of the original check.
- (l) Changes and Availability.** We reserve the right to modify, add, or remove services and features of Mobile Deposit at any time at our sole discretion. The Mobile Deposit service may be unavailable, delayed, or interrupted, with or without notice, from time to time as a result of technical difficulties, maintenance, or events outside our control. We will have no liability to you or any other person for such interruptions, delays, or unavailability, although we may post alerts to our website for purposes of notifying you of such events.
- (m) Disclaimer of Warranties.** TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE MOBILE DEPOSIT SERVICE AND SOFTWARE. WE FURTHER DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW, AND WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION OF THE FOREGOING, WE MAKE NO WARRANTY THAT THE MOBILE DEPOSIT SERVICE OR SOFTWARE WILL BE UNINTERRUPTED, ERROR- FREE, OR SECURE. YOU AGREE THAT USE OF THE MOBILE DEPOSIT SERVICE AND SOFTWARE ARE AT YOUR OWN RISK AND ON AN “AS IS” AND “AS AVAILABLE” BASIS.
- (n) Limitations on Liability.** You acknowledge and agree that, to the fullest extent permitted by law, we will have no liability or obligation to you or any other person for technical difficulties, errors, misdirected or unauthorized transmissions, or other failures in the Mobile Deposit service, or any resulting damages. We are not responsible for any deposit that we do not receive, including any deposit lost in transmission. Please refer to the Online Banking Terms and Conditions for additional limitations on our obligations and liability to you.
- (o) Indemnification.** To the fullest extent permitted by law, you agree to indemnify and hold us harmless from and against any loss, liability, damages, or expenses (including attorney’s fees) arising out of or in connection with your failure to perform your obligations under the terms and conditions for use of Mobile Deposit.

6. MISCELLANEOUS

6.1 Periodic Statements. Your Online Banking payments and transfers will be indicated on monthly statements we provide or make accessible by mail or delivery service. You have a right under federal law to receive such statements for accounts governed by the EFTA and Reg. E. We may also provide or make accessible to you statement information electronically or by some other means. You agree to notify us promptly if you change your address or if you believe there are errors or unauthorized transactions in any statement or statement information.

6.2 Business Days and Hours of Operation. Online Banking is generally available twenty-four (24) hours a day, seven (7) days a week. However, at certain times, some or all of Online Banking may not be available due to system maintenance. A transfer initiated through Online Banking before 5:00 p.m. (Eastern Time) on a Business Day is generally posted to your account the same day. All transfers completed after 5:00 p.m. (Eastern Time) on a Business Day or on a Saturday, Sunday or Bank holiday will generally be posted on the next Business Day. Our Business Days are Monday through Friday. Saturday, Sunday, and Bank holidays are not included.

6.3 Notices and Communications. Except as otherwise provided in this Agreement, all notices required to be sent to you will be effective when we mail or deliver them to the current address that we have for you in our records.

6.4 E-Mail Communications. In general, communications sent over the public Internet are not necessarily secure. Therefore, we will not send, and we strongly suggest that you do not send, any confidential account information via email. You agree that we may take a reasonable time to act on any e-mail requests or communications. Correspondence that requires expeditious handling: For example, if you need to report an unauthorized transaction from one of your accounts, you should call the Bank at 603-882-6500. Unless you have instructed us otherwise, you agree that we may send you electronic messages about products or services we offer.

6.5 Assignment. The Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party.

6.6 No Waiver. The Bank shall not be deemed to have waived any of its rights or remedies unless such waiver is in writing and signed by the Bank. No delay or omission on the part of the Bank in exercising its rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

6.7 Captions. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

6.8 Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Hampshire, without regard to choice of law principles, and by the laws of the United States. Your existing account relationships and Account Agreements with the Bank will continue to be governed by and construed in accordance with the laws governing those Account Agreements. You agree and consent to the exclusive jurisdiction of the courts of New Hampshire and the United States District Court for the District of New Hampshire in connection with any action or proceeding.

6.9 Restrictions on Use. You agree not to use the Online Banking and/or Mobile Banking services for any illegal, fraudulent, unauthorized or improper manner or purpose, and will only be used in compliance with all applicable state and federal laws and regulations.

6.10 Severability. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intent of the Agreement, and the remaining portions shall remain in full force and effect.

6.11 Copyright and Trademarks. The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to our website and Online Banking are protected under applicable copyrights, trademarks, and other proprietary rights. The copying, redistribution, use, or publication by you of any part of our website, except as allowed by this Agreement, is strictly prohibited. You do not by virtue of this agreement acquire any ownership rights to any content, document or other materials accessed through our website or Online Banking. The posting of information or materials on our website or Online Banking does not constitute a waiver by us of any proprietary or other rights we have in such information or materials.

7. Millyard Bank Alerts Terms and Conditions

7.1 Alerts Your enrollment in Millyard Bank's 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 Millyard 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 menu within the Millyard Bank Online Banking and the menu within the Millyard 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. Millyard Bank reserves the right to terminate its Alerts service at any time without prior notice to you.

7.2 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 email message; or
- (d) your Millyard Bank Online Banking message in-box, by an email 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.

7.3 Alerts via Text Message. To stop Alerts via text message, text "STOP" to 99558 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 the Millyard 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 99558. In case of questions please contact customer service at 603-882-6500. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS. Applicable carrier rates may apply.

7.4 Limitations. Millyard 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 Millyard Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Millyard 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 mis-directed 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.

7.5 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.