



PO Box 6808 - Providence, RI 02940
Toll Free Phone: 1-800-398-8472

ONLINE BANKING DISCLOSURE & AGREEMENT

General Online Banking:

You may:

- Perform account inquiries on checking, savings, certificate, and loan accounts
- Obtain statement transaction detail on your accounts
- Transfer funds between your deposit and/or loan accounts

Bill Payment:

Online Bill Pay and person-to-person payments through Pop Money® are subject to terms and conditions which will need to be accepted the first time you use the Online Bill Pay service.

Mobile Banking:

As an Online Banking customer, you may also enroll in the Mobile Banking application. With Mobile Banking you can access your account information from a mobile device via the SMS Text Messaging Service, Mobile Browser Service, or a Downloadable Application.

Use the SMS Text Messaging service to:

- Check account balances
- Review recent account activity
- Find ATM and branch locations

To use the SMS text messaging service, the mobile device must have the ability to send and receive text messages to and from a short code.

Use the Mobile Browser Service to:

- Transfer funds between checking and savings
- Make payments from checking to third parties (Online Bill Payment)
- Get information about the account balance and activity of checking, savings, and loan accounts.
- Find ATM and branch locations

To use the mobile browser service, mobile devices must have an Internet browser and may require a data service plan. The Mobile Banking website can be accessed by using the link sent by SMS Text Message during the enrollment process.

Use the Downloadable Application service to:

- Transfer funds between checking and savings
- Make payments from checking to third parties (Online Bill Payment)
- Get information about the account balance and activity of checking, savings, and loan accounts.
- Find ATM and branch locations

To use the Mobile Banking Downloadable Application, mobile devices must have an operating system that supports application downloads and may require a data service plan. The Mobile Banking application can be accessed by using the link sent by SMS Text Message during the enrollment process.

Any or all of these options can be chosen, depending on the capabilities of your mobile device. Mobile Banking is subject to terms and conditions which will need to be accepted the first time you enroll in the service.

TransferNow:

Are Transfers Outside of Admirals Bank for Online Banking Customers

You must be enrolled in Online Banking to apply for the TransferNow service; you will be subject to other qualification requirements before full enrollment is complete.

The TransferNow Service is located within Online Banking which allows you to transfer funds between your personal deposit accounts at Admirals Bank and certain deposit accounts owned by you or someone else at other financial institutions using an account number. An inbound transfer moves funds into an account you own at Admirals Bank from an account you own outside Admirals Bank. An outbound transfer moves funds from an account you own at Admirals Bank to an account outside Admirals Bank that is owned by you or someone else.

In no event will Admirals Bank or any of its officers, directors, employees, agents, licensors, or third-party service providers be liable for any: (a) consequential (including without limitation, loss of data, files, profit or goodwill or the costs of procurement of substitute goods or service); (b) indirect; (c) incidental; (d) special; or (e) punitive; damages; whether in an action under contract, negligence or any other theory, arising out of or in connection with this Agreement, the Service, or the inability to use the Service, due to reasons including: (a) scheduled system maintenance; or (b) circumstances beyond our control, such as: 1) power outages, 2) system failures, 3) fire, 4) flood, 5) natural disasters, 6) extreme weather, 7) cyber-attacks, including Denial of Service (DoS), etc.), even if advised of the possibility of such damages. Some states may prohibit the limitation of liability for consequential or incidental damages. In those states the limitation of liability with respect to consequential or incidental damages (or other damages specified by law in such state) may not apply.

Except as specifically provided in this Agreement or otherwise required by applicable law, we (and our service providers or other agents) will not be liable for: any loss or liability you may incur resulting in whole or part from any failure or misuse of:

- Your equipment; or software provided by an external company such as an Internet browser provider, an Internet access provider, an online service provider or an agent or subcontractor of any of them; or any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to the Service.

Fees and Charges:

Online Banking and Online Bill Pay are provided as a free service to Admirals Bank deposit and loan customers. Additional features such as expedited overnight payments and person-to-person payments using the Pop Money® feature, may entail a per transaction fee. Please refer to the Online Bill Pay service and/or terms and conditions for current fees. Admirals Bank does not charge for Mobile Banking services. However, your wireless carrier may charge for text and/or data usage, and you are responsible for these additional charges.

- Normal check fees will be assessed when check orders are processed.
- You may be charged overdraft fees if you initiate a transaction that you did not have sufficient funds to cover.

LIMITATIONS ON FREQUENCY AND AMOUNT:

According to Federal Regulations, you may not make more than six (6) preauthorized or automatic transfers from your savings or money market account during a given monthly statement period. If you exceed these limits on more than an occasional basis the Regulation requires that either the account be closed or the funds be transferred to an account you are eligible to maintain. An Excessive Transaction fee of \$20.00 for each transaction in excess of six per statement cycle may apply. Please refer to your deposit agreement for more information.

AVAILABLE BALANCES:

Balances shown online are as of close of business for the prior business day. Balances may include deposits subject to verification by us. The balance may also differ from your records due to deposits in process, outstanding checks or other withdrawals, payments or charges. We have the right to cancel transactions if sufficient funds are not available in your account.

USER ID AND PASSWORD:

A User ID and Password are required to access Online Banking. You agree not to give or make available any of your login credentials for the Online Banking Service to any other individuals, including anyone claiming to represent us. You acknowledge that we will never ask you for your Password for any reason. For your protection, you should choose a strong password by using a combination of letters, numbers and special characters. Do not use words found in the dictionary or proper names for your password. You may change your password at any time by clicking on "[Change Password.](#)"

The first time you logon to the Online Banking Service, you will be presented with several enrollment screens. You will be asked to provide answers to several identifying questions. You may also choose to register your personal computer.

NO SIGNATURE REQUIREMENT:

When any payment or other on-line service generates items to be charged to your account, you agree that we may debit the designated account without requiring your signature on the item and without any notice to you.

UNAUTHORIZED TRANSFERS:

Consumer Liability (Rhode Island only)

- Generally, tell us AT ONCE if you believe your User ID or password has been lost or stolen, or used without your permission, or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the unauthorized use of your Online Banking accounts, you can lose no more than \$50 if someone used your Online Banking account without your permission.

If you do NOT tell us within two (2) business days after you learn of the unauthorized use of your Online Banking account and we can prove we could have stopped someone from using your Online Banking account without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transactions that you did not make, including those made by card, code (password) or any other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend the time periods.

UNAUTHORIZED TRANSFERS: Consumer

Liability (Massachusetts only)

- Generally, tell us AT ONCE if you believe your User ID or password has been lost or stolen, or used without your permission, or if you believe that an electronic fund transfer has been made without your permission. Telephoning is the best way, if any, of minimizing your possible losses. You can lose no more than \$50 if you fail to give us notice and your Online Banking account is used without your permission.

Contact in the event of unauthorized transfer

If you believe that your User ID or password has been lost or stolen or that someone has transferred or may transfer money using your Online Banking account without your permission call us toll free 1– 800–398–8472 during normal business hours. You also have the option to write to us at Admirals Bank, Attention: Deposit Operations, PO Box 6808, Providence, RI 02940, or send an e-mail to bank@admiralsbank.com.

PROTECTED CONSUMER USE: (Massachusetts only)

Chapter 167B of the Massachusetts General Laws was enacted to provide a means for financial institutions, businesses, and consumers to conduct their business relations more conveniently. Transferring funds electronically will supplement the use of checks, credit, and cash and will not replace these present methods of doing business. As a consumer, you should be aware of your rights if you choose to utilize this system.

- Prohibition of compulsory use. No person may:
 - Require you to use a preauthorized electronic fund transfer as a condition of the extension of credit unless the credit is being extended in connection with an overdraft checking plan, or is being extended to maintain a specified balance in your account, or
 - Require you either to accept a transfer service or to establish an account which is accesses electronically as conditions of employment or receipt of governmental benefit, or
 - Require you to pay electronically for the purchase of goods or services.
If your account is to be credited by a preauthorized transfer you may choose the financial institution to which the transfer may be made, if the institution is technically capable of receiving such preauthorized transfer.
- Waiver of rights. No writing or agreement signed by you can waive the rights conferred to you by Chapter 167B of the Massachusetts General Laws unless you decide to waive these rights in settlement of a dispute or action.
- Refunds. If it is the policy of a store or retail business to give cash refunds in return for an item purchased by cash, then this policy must also cover refunds for items purchased by electronic funds transfer unless it is clearly disclosed at the time the transaction is consummated that no cash or credit refunds are given for payments made by electronic funds transfers.
- Suspension of obligations. If a person agrees to accept payment by means of an electronic funds transfer and the system malfunctions preventing such transfer, then the consumer's obligation is suspended until the transfer can be completed, unless that person, in writing, demands payment by other means.
- Prohibited means of identification. Your Social Security number cannot be used as the primary identification number although it can be used as a secondary aid to identify you.
- Criminal Liability. Procuring or using a card, code or other means of electronic access to an account with the intent to defraud is a basis for criminal liability.

BUSINESS DAYS:

Our business days are Monday through Friday excluding Federal holidays.

CUTOFF TIMES:

The following cutoff times pertain to specific Online Banking features. Transactions received after the cutoff time will be processed the following business day.

- Funds Transfers 4:00 p.m. Eastern Time
- Bill Payments 5:00 p.m. Eastern Time

DOCUMENTATION:

Periodic Statement: You will get a monthly account statement from us on your checking, savings, or loan accounts.

Confirmation or Receipt:

A confirmation or receipt will be displayed at the time you make a transfer, submit a bill payment, initiate cash management transactions, or submit instructions for stop payments or check orders using Online Banking or one of our ATM terminals. This confirmation or receipt should be printed and kept for your records.

FINANCIAL INSTITUTIONS' LIABILITY:

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If you have an overdraft line and the transfer would go over the credit limit.
- If the terminal or system was not working properly and you knew about the breakdown when you scheduled the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If the funds are subject to legal process or other encumbrance restricting such transfer.
- If any information provided by you about the payee on a bill payment is incorrect.
- If there are delays in handling the payment by the payee.
- We have reasonable basis to believe that the unauthorized use of your User ID, password, or account has occurred or is occurring.
- Your subscription to the Online Banking or Online Bill Pay service has been terminated for any reason.
- There may be other exceptions stated in our agreement with you.

ERROR RESOLUTION NOTICE:

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt.

Telephone us toll free: 1- 800-398-8472 or write to us at Admirals Bank, Attention: Deposit Operations, PO Box 6808, Providence, RI 02940.

We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- 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.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred 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 (ninety (90) days if the transfer involved a new account) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days if the transfer involved a new account) 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 credit your account. Your account is considered a new account for the first thirty (30) days after the first deposit is made, unless you already had an established account with us before the account is opened.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documentation that we used in our investigation. You may ask for copies of the documents we used in our investigation.

CONFIDENTIALITY (Rhode Island):

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers; or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- In order to comply with government agency or court orders; or
- If you give us written permission.

CONFIDENTIALITY (Massachusetts):

In order that your privacy may be protected, we will not disclose any information about you or your account to any person, organization or agency except:

- For certain routine disclosures necessary for the completion of a transfer; or
- For verification of the existence and condition of your account for a credit bureau or merchant; or
- To persons authorized by law in the course of their official duties; or
- To our employees, auditors, service providers, attorneys or collection agents in the course of their duties; or
- Pursuant to a court order or lawful subpoena; or
- To a consumer reporting agency as defined in Chapter 93 of the Massachusetts General Laws; or
- By your written authorization which shall automatically expire 45 days after our receipt of your authorization.

If an unauthorized disclosure has been made, we must inform you of the particulars of the disclosure within three (3) days after we have discovered that an unauthorized disclosure has occurred.

ADDITIONAL INFORMATION REQUIRED BY MASSACHUSETTS LAW (Massachusetts only):

- Any documentation provided to you which indicates that an electronic fund transfer was made to another person shall be admissible as evidence of the transfer and shall constitute prima-facie proof that the transfer was made.
- The initiation by you of certain electronic fund transfers from your account will, except as otherwise provided in the agreement, effectively eliminate your ability to stop payment of the transfer.

STOPPING PAYMENTS OR TRANSFERS:

Unless otherwise provided in this agreement, you (the consumer) may not stop payment of electronic fund transfers, therefore you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.

TRANSACTION LIMITATIONS:

Transfers from savings or money market accounts to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check or similar order to third parties are limited to six per monthly statement cycle. An excessive transaction fee of \$20.00 will be charged for each debit transaction (withdrawal, check paid, automatic transfer or payment out of this account) in excess of six during a statement cycle.

VIRUS PROTECTION:

Admirals Bank is not responsible for any electronic virus or viruses that you may encounter. We encourage our customers to routinely scan their PC and diskettes using a reliable virus protection product to detect and remove any viruses. Undetected or un-repaired viruses may corrupt and destroy your programs, files and even your hardware. Additionally, you may unintentionally transmit the virus to other computers.

NOTICES:

All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this agreement.

We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

TERMINATION:

You agree that we may terminate this agreement if:

- You or any authorized user of your password breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your account or password;
- We notify you or any other party to your account that we have canceled or will cancel this Agreement.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.