



## → Agreements & Disclosures

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Please review the following disclosures, as some may have recently changed.  
(CTRL + click on disclosure below to view)

MILESTONE BANK E-Statements Disclosures

ONLINE AGREEMENT FOR PERSONAL ACCOUNTS

ONLINE AGREEMENT FOR BUSINESSES

MILESTONE BANK E-Statements Disclosures

You understand that your E-Statement will replace your paper statement unless you notify MileStone Bank. This service is free.

MileStone will begin automatically enrolling customers into E-Statements. If you do not wish to be automatically enrolled, please notify us by calling 267-327-4910.

By submitting the MileStone Bank E-Statement Enrollment Form, you are authorizing MileStone Bank to deliver statements of your MileStone account(s) by electronic means. You agree that electronic delivery will satisfy MileStone's Bank requirement to provide you a periodic statement of your account(s).

### Disclosures

1. You have a right to receive this disclosure in paper form. To receive a paper disclosure, please contact us by telephone or mail as shown below.
2. The consent you are providing is for electronic delivery of your monthly MileStone account statements.
3. You have the right, at any time and without charge, upon 10-day notice, to withdraw this consent for electronic delivery of your account statements and again receive them by mail. You may withdraw your consent by electronic mail from your e-mail address of record with MileStone Bank, by written and signed request sent to: [support@milestonebank.com](mailto:support@milestonebank.com) or Operations Department, 1980 S Easton Rd., Suite 110, Doylestown, PA 18901; or by calling us at (866) 672-2655. Requests for copies of statements do not incur a fee for the service.
4. We recommend Internet Explorer 7.0 in order to view your statements electronically. 128-bit encryption is recommended. Your statement is a PDF file, so you will also need Adobe Acrobat Reader.
5. The bank strongly advises that you save your statement in PDF format to your personal computer or print out a copy of your statement (and check images if this applies). The

bank only keeps a 12 month rolling history of your statements online at anytime. Requests for copies of older statements may be requested.

6. We may amend or change the E-Statement Disclosure at any time and will provide to you any notice or request for authorization required by law or regulation, your continued acceptance of E-Statement Disclosure after the effective date of such change will constitute your acceptance of and agreement with such amendment(s).
7. We may terminate E-Statements and immediately either refuse to provide, or revoke access to E-Statements at any time with or without cause, or prior notice. If we terminate your access to online banking you will no longer receive E-Statements. Neither termination nor discontinuation of your access to online banking shall affect your liability or obligation under the E-Statement Disclosure.
8. We will use our best efforts to deliver your E-Statements in a timely manner and in accordance with any applicable time required by law. However, we shall incur no liability if we are unable to deliver your E-Statements because of the existence of any one or more of the following circumstances:
  1. Our online banking system is not functioning properly, and you know or have been advised by us of the malfunction, or
  2. Your equipment or Internet access was not working properly, or
  3. Internet service is interrupted (e.g., due to traffic or other disruptions), or
  4. Circumstances beyond our control (including, but not limited to, fire, flood, interruption in telephone service or other communication lines, interference from an outside force, legal restriction or delays in mail service) prevent delivery, and we have taken reasonable precautions within our control to avoid such circumstances.
9. On or shortly following the first day of each month, you will receive an e-mail message that your statement is available, along with instructions on how to retrieve your statement.
10. MileStone will establish your login name and will assign a temporary password. You are encouraged to change your password to one of your choosing the first time you go to the statement site.
11. After your E-Statement account is set up, MileStone Bank will send you by mail your P.I.N. (Personal Identification Number). Please be aware that we may not be able to set up your account for the first statement cycle following your request.
12. **It is your responsibility to notify MileStone Bank anytime you should have a change in your e-mail address, or if you wish to remove any account from electronic delivery.** You may change your e-mail address on the web site, by written and signed request sent to: Operations Department, 1980 S Easton Rd., Suite 110, Doylestown, PA 18901; or by calling us at (866) 672-2655. See item #3 of the above Disclosure for methods to remove your account from electronic delivery.
13. If you have more than one MileStone Bank account, you need to submit a request for each account.
14. Any owner of a MileStone Bank account has the right to establish an E-Statement service for his/her account.
15. Statement notifications can be sent to only one e-mail address. For example, the notification cannot go to both a work and home e-mail address.
16. Write to us at 1980 S Easton Rd., Suite 110, Doylestown, PA 18901, Attention: Operations Department or telephone us at (866) 672-2655 as soon as you can if you think your E-Statement is wrong, or if you need more information about an item on your E-Statement. **We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.**

## **ACCEPTING THE AGREEMENT**

By clicking "I Agree", you indicate your acceptance of this Agreement. You should print a copy of this Agreement for your records.

## **ONLINE AGREEMENT FOR PERSONAL ACCOUNTS**

This Agreement applies to Personal (Consumer) Accounts. If you have a Business Account, see our Online Agreement for Businesses.

## **DEFINITIONS - The following definitions apply in this Agreement**

"Account" means your eligible Deposit and/or Personal Credit Account(s) with MileStone Bank.

"Business Day" means every day, excluding Saturdays, Sundays and Federal Holidays on which no bank processing occurs, or any other day we are closed.

"Computer" means collectively your computer, any software and the related equipment, and any other Internet access device through which we may offer access to our online services.

"Credit Account" means any personal credit account (line of credit, personal loan, home equity loan or mortgage loan) with us that you have linked to our online Service.

"Deposit Account" means any deposit account (checking, savings, money market, IRA or certificate of deposit) with us that you have linked to our online Service.

"Service" means collectively, any or all MileStone Bank Web Banking online services.

"We," "us", and "our" means MileStone Bank and any agent, independent contractor, designee or assignee that MileStone Bank, in its sole discretion, involves in the provision of the Service.

"You" and "your" means any individual enrolled in or using the Service

## **EQUIPMENT AND SOFTWARE REQUIREMENTS**

In order to use the Service, you will need a Computer with Internet access and a web browser that supports 128-bit encryption, (such as Netscape Navigator® or Microsoft Internet Explorer®) or an equivalent.

You are responsible for the installation, maintenance, and operation of your Computer and any losses or delays caused by your Computer. You are also responsible for all telephone charges incurred in connecting to the Service and for charges by any service provider providing connection to the Internet. We are not responsible for losses or delays caused by your service provider.

## **SECURITY AND ACCESS CODES**

In order for you to use the Service, you must have at least one of the following eligible accounts with us.

### Personal Account Holders:

- Personal Deposit Accounts: checking, savings, money market, club, IRA and certificate of deposit
- Personal Credit Accounts: home equity loan, personal loan, automobile loan, line of credit and mortgages
- BY ENROLLING, YOU AUTHORIZE US TO PROVIDE YOU WITH ACCESS TO ALL ELIGIBLE ACCOUNTS HELD IN YOUR NAME AND/OR THAT YOU HOLD JOINTLY WITH OTHERS THAT ARE OPEN AT THE TIME THE SERVICE IS INITIALLY PROVIDED, OR THAT ARE OPENED IN THE FUTURE.

### AVAILABLE SERVICES

1. Obtain balances and information
2. Obtain images of your cancelled Deposit Account checks
3. Access our transfer service:

a) Transfer funds to/from your checking, savings, money market, club and/or personal line of credit Accounts with us \*

b) Transfer funds to make your personal home equity loan, personal loan or personal mortgage loan payments \*

#### \* NOTE: IMPORTANT INFORMATION CONCERNING TRANSFERS:

- Transfers requested after 5:30 p.m. (EST) on a Business Day or at any time on a non-business day (Saturday, Sunday, Federal holiday on which no bank processing occurs, or any other day we are closed) will be posted to your Account the next business day.
- Transfers done against uncollected, insufficient, or unavailable funds will be subject to applicable fees and may be reversed the next day. You agree to notify us promptly if a transfer you initiated was not completed.

Canceling a Transfer: Once initiated and processed, transfers cannot be cancelled. Once funds are delivered to any recipient, transfers are non-reversible and non-refundable to you.

4. Download certain Account information
5. Request a stop payment
  - The stop payment feature of the Service is an on-line entry system for issuing stop payment orders between you and us. Where you elect to execute a stop payment through the stop payment feature of the Service, you shall first verify that the item has not already been posted to your Account. If you attempt to place a stop payment request for an item that has already been paid prior to your entry of the request, then we will not be liable for any loss incurred by you arising from such payment.
  - You agree to accurately provide the following information when placing a stop payment request: check number, date written, amount and payee.
  - You acknowledge and agree that it is your responsibility to print and retain all confirmations via the Service.

- WE WILL NOT BE RESPONSIBLE FOR THE FAILURE TO PLACE A STOP PAYMENT OR TO STOP PAYMENT ON ANY CHECK IF ANY OF THE INFORMATION REQUIRED IS INCOMPLETE OR INACCURATE.
  - In addition to the limitations as described in the "LIABILITY" section of this Agreement, we will not be responsible for losses incurred as a result of payment of an item over the counter at any of our locations on the same day that an on-line stop payment is placed.
  - You agree to notify us by either calling, or writing at the telephone number and address listed in this Agreement in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.
6. Reorder Personal Deposit Account checks
  7. Communicate with us through Web Banking via secure bank mail (i.e. messaging)
    - Because normal Internet email transmissions may not be secure, for Account inquires, you agree to contact us electronically only through the Secured Web Banking email. If you elect to send an email to us via the Internet we recommend you do not send confidential information. At times, we may send you non-confidential messages through your external e-mail address. Therefore, if for any reason your external e-mail address changes or becomes disabled, please contact us immediately so that we can continue to provide you with these messages.
  8. Documentation
    - You will receive a monthly account statement from us for your checking and savings accounts. You may elect to receive these statements electronically instead of in a paper format.
  9. Bill payment option - pay bills through our Web Bill Payment service

## **FEES**

You agree to pay and hereby authorize us to debit your Account(s) for the charges or fees which are imposed by us for the Service, or for services which may later be offered, as such fees or charges may be imposed or changed from time to time.

Currently, there are no fees for using the Service for Personal Account holders including the bill payment options. We reserve the right to impose or change fees for the Service and charge your Accounts(s) for these fees at any time after such notice, if any, is required by law. Our standard fees for special requests such as, but not limited to, stop payments will apply.

## **LIABILITY**

You agree that we are not responsible for any errors or failures from any malfunction of your Computer or any virus or problems related to the use of the Service. We are not responsible for damages arising from the use or maintenance of other software used to access or communicate with the Service.

You agree to cooperate with us in the investigation of any claim or dispute and provide us with information and documentation as may be necessary in order to assist us in resolving your claim or dispute.

**YOU AGREE TO BE RESPONSIBLE FOR ANY AND ALL USE OF THE LOGIN ID AND PASSWORD AND THE SERVICE, THE BROWSER, AND ANY TRANSACTIONS CONDUCTED USING THE SERVICE. WE**

WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES FROM THE USE OF THE SERVICE OR THE BROWSER, INCLUDING DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGES. WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES BECAUSE OF FAILURE OR DELAY IN THE DELIVERY OR PROCESSING OF ANY PAYMENT, NOT CAUSED BY US. TO THE EXTENT PERMITTED BY APPLICABLE LAW OR REGULATION, WE DO NOT WARRANT YOUR EQUIPMENT, THE SOFTWARE OR THE BROWSER OR THAT THEY ARE MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE, OR OTHERWISE, AND WE HEREBY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES. ANY PROBLEMS WITH YOUR EQUIPMENT, THE SOFTWARE OR THE BROWSER MUST BE RESOLVED DIRECTLY WITH THE MANUFACTURER OR OTHER SUPPLIER. WE DO NOT WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR THAT OPERATION OF THE SERVICE WILL BE ERROR FREE OR SECURE.

You agree not to alter or use the Services for any unauthorized, fraudulent or other illegal purpose.

#### **FINANCIAL INSTITUTIONS LIABILITY, LIABILITY FOR FAILURE TO MAKE TRANSFERS**

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 system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

#### **Confidentiality**

We will disclose information to third parties about your account or 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
- As explained in the separate Privacy Disclosure

#### **Unauthorized Transfers, Consumer Liability**

Tell us at once, if you believe your code or password has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. 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 2 business days after you learn of the loss or theft of your code or password, you can lose no more than \$50 if someone used your code or password without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your code or password, and we can prove we could have stopped someone from using your code or password without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make or authorize tell us at once. If you do not tell us within 60 days after the statement was mailed or available to you, you may not get back any money you lost after the 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 a hospital stay kept you from telling us), we will extend the time periods.

**Error Resolution Notice** - In case of Errors or Questions about your online banking transfers here is what you should do:

- Contact us by electronic mail at: [support@milestonebank.com](mailto:support@milestonebank.com), or call us at (267) 327-4910 or write to us at Retail Online Banking Services at 1980 S. Easton Rd. Suite 110 Doylestown, PA 18901.
- We must hear from you no later than sixty (60) days after we have sent the first paper statement or notified you that your E-Statement was available on which the problem or error appeared. If you notify us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.
- Tell us your name and account number.
- Describe the error or the transaction 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.
- For a bill payment, tell us the checking account number used to pay the bill, payee name, date the payment was sent, payment amount, reference number, and payee account number for the payment in question.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days if the electronic transfer involved a new account), 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, or a foreign- initiated transfer), 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 (10) business days, we will not credit your account. If we determine that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation and debit the amount of the error that we previously credited. You may request copies of the documents that we used in our investigation.

## **Bill Pay Service**

### **A. Using the Service**

The MileStone Bank Internet Bill Payment Service (the "Service") allows you to schedule bill payments through the Service. You can schedule, at your option, for the payment of your current,

future and recurring bills from any of your MileStone Bank checking accounts. There is no limit to the number of payments that may be authorized. You may pay any merchant or individual through the use of the Service.

We reserve the right to restrict types of payees to whom payments may be made using the Service from time to time. You should not use the Service to make payments to settle securities purchases, payments to interest bearing accounts, payment of taxes, court-directed payments, or foreign payments (payments made outside the United States). Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

By furnishing us with the names of payees/merchants, you authorize us to follow the payment instructions to these payee/merchants that you provide us through MileStone Bank Internet Services. When we receive a payment instruction (for the current or a future date), we will remit funds to the payee on your behalf from the funds in your selected checking account. When MileStone Bank Internet Services receives a payment instruction, you authorize it to charge your checking account and remit funds on your behalf so that the funds arrive as close to the business day designated by you as reasonably possible. While it is anticipated that most transactions will be completed on the exact day designated, it is understood that due to circumstances beyond the control of MileStone Bank Internet Services, particularly delays in handling and posting payments slow-responding companies or financial institutions, some transactions may take a day or even a few days longer. For this reason, it is recommended that all payments transfers be scheduled to at least (7) seven business days before the actual due date, not the late date. If you properly follow the procedures described herein, and MileStone Bank Internet Services fails to deliver a payment on the scheduled payment date, MileStone Bank Internet Services will bear the responsibility for late charges (\$50.00 maximum). In any other event, including, but not limited to, choosing a payment date less than (7) seven days prior to the actual due date, the risk of incurring and the responsibility for paying any and all charges or penalties shall be borne by you.

MileStone Bank Internet Services will use its best efforts to process all your payments properly. However, MileStone Bank Internet Services shall incur no liability if it is unable to complete any payments initiated by you through The Service because of the existence of any one or more of the following circumstances:

- Your account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft protection account.
- The MileStone Bank Internet Services processing center is not working properly and you know or have been advised by the service about the malfunction before you execute the transaction.
- You have not provided MileStone Bank Internet Bill Payment Service with the correct names or account information for those persons or entities to whom you wish to direct payment.
- Circumstances beyond the MileStone Bank Internet Service's control such as, but not limited to, fire, flood, or interference from an outside force that would prevent the proper execution of the transaction, MileStone Bank Internet Services has taken reasonable precautions to avoid those circumstances.

You have the right to stop or change any scheduled payment. You must cancel the payment by no later than 5:00 PM (Eastern Time), on the Payment Date; by using the DELETE function on the MileStone Bank Internet Services "Scheduled Payment" screen.

MileStone Bank reserves the right to terminate your use of MileStone Bank Internet Bill Payment Service in whole or part, at any time without prior notice. If, for any reason, you should ever wish to cancel the Service, we strongly suggest that you cancel all future bill payments at the same time that you cancel your service, either by deleting those payments yourself using MileStone Bank Internet Services or calling MileStone Bank's Customer Service at 1-866-672-2655. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

#### **Bill Pay Fees**

At this time MileStone Bank does not charge any fee for Online Bill Payments.

#### **TERMINATION OR DISCONTINUATION**

You may terminate any Service by e-mailing Online Banking Services through Web Banking, calling us at (267) 327-4910, or by writing to Retail Online Banking Services at 1980 S. Easton Rd. Suite 110 Doylestown, PA 18901. If you terminate a Service, you authorize us to continue making those transfers and payments that you had scheduled or paid for prior to termination. We have the right to refuse or revoke access to or terminate any Service at any time, without cause or notice or refund of previously charged or accrued fees. We may also refuse to make any transfer or payment to any payee without cause or notice. **Your privileges may be revoked without notice if any Account becomes overdrawn, delinquent or otherwise ceases to be in good standing, or you do not utilize the Service for a period of time.** If we terminate your use of a Service, we reserve the right to make no further transactions from or to your designated Account, including any transactions you previously authorized. Neither termination or discontinuation of any Service shall affect your liability or obligation under this Agreement.

#### **CONTACT BY MILESTONE BANK OR AFFILIATED PARTIES**

No MileStone Bank or company affiliated with MileStone Bank will contact you requesting your Login ID or Password for the Service. If you are contacted by anyone requesting this information, do not disclose your information and contact us immediately.

#### **ACCEPTING THE AGREEMENT**

By clicking "I Agree", you indicate your acceptance of this Agreement. You should print a copy of this Agreement for your records.

#### **ONLINE AGREEMENT FOR BUSINESSES**

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- r) Limitations on Use and Access
- s) Protection from Third Parties
- t) Representations and Warranties
- u) Software License
- v) Termination
- w) System Unavailability
- x) Security

## 1. Introduction

This Online Banking Agreement ("Access Agreement") for accessing your MileStone Bank business accounts through the Internet explains the terms and conditions governing the online banking services offered through MileStone Bank's Online Banking ("Online Banking") service. By agreeing to the Online Banking Agreement, you agree to the terms and conditions of this Access Agreement and acknowledge your receipt of this Access Agreement and understanding of its terms. This Access Agreement will be governed by and interpreted in accordance with Federal law and regulation, the rules of the National Automated Clearing House Association (NACHA) and to the extent there is no applicable Federal law or regulation or NACHA rule, by the laws of the Commonwealth of Pennsylvania. The terms "we," "us," "our," "MileStone," and "Bank" refer to MileStone Bank. "You" refers to each signer on an account. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Federal holidays. Non-business day scheduled hours refers to processing schedules to comply with requirements of the Bank and third party processors such as Automated Clearing House (ACH), OSI TOC Services and other related services. Online Banking can be used to access MileStone Bank accounts. "Activated Account" means a MileStone Bank account which you have enrolled in Online Banking. Each of your accounts at MileStone Bank is also governed by the applicable deposit agreement and account disclosure statement ("Deposit Agreement and Disclosure").

## 2. Accessing Your MileStone Bank Accounts through Online Banking

### **a) Requirements**

To enroll your accounts through Online Banking, you must have a MileStone Bank account. You must follow the online banking setup instructions for your personal computer Internet connection. Alternatively, the Bank may establish other secure procedures for enrollment in and/or access to Online Banking or any portions of Online Banking, and for authorization of any transactions in your Activated Accounts. In order to have access to your account under this Access Agreement, you must also be operating as a licensed business. You must have a Taxpayer Identification Number (TIN). The TIN must be your Employer Identification Number (EIN) if you are a corporation, Limited Liability Company or partnership, or your EIN or Social Security Number (SSN) if you are a sole proprietorship. You will be notified when your account agreement has been setup. As an essential step to assure your identity you can call MileStone Bank to request your Sign-On ID and temporary Password.

### **b) Your Sign-On ID and Password**

Following the Bank's review and approval of your enrollment request you will be given an Internet Banking ID and a Temporary Password that will give you access to your accounts attached to Online Banking. The first time that you sign on using the Internet Banking ID and the Temporary Password provided by the Bank you will be required to change your Password. At any time that you choose, you may change your Password using the Options button. MileStone Bank recommends that you change your password frequently. For your security, MileStone Bank requires that you change your Password at least every 90-days. For security purposes, it is also recommended that you memorize your Sign-On ID, and your Password. Do not write them down. YOU ARE RESPONSIBLE FOR KEEPING YOUR SIGN-ON ID, PASSWORD, ACCOUNT NUMBERS AND OTHER ACCOUNT DATA CONFIDENTIAL.

### **c) Your Administrator Role**

To access and use any account that you enroll, your business must designate an authorized signer on the account as the account administrator. The account administrator is responsible for all activities involving your enrolled accounts. The Account Administrator may choose to authorize other staff members to access or manage such accounts as your agent. The Account Administrator alone will determine the administrative rights for individual staff members, which may include permission to perform any one or any combination of the following activities:

- Transfer Funds
- Stop Payment
- Bill Payment
- Manage Company
- Manage Accounts
- Manage Users
- Generate Reports
- Automated Clearing House (ACH) Services\*
- Wire Services\*

\*A separate agreement must be submitted to and approved by the Bank before you may access Automated Clearing House or Wire services.

### **d) Electronic Mail**

The Bank does not consider public e-mail services secure. Sending messages through Online Banking is a secure way to communicate with the Bank. Mailbox Services are provided free in order for you to direct questions about your account(s) to specific staff members and to provide general feedback. Mailbox Services are accessible after you sign on to Online Banking using your Internet Banking ID and Password.

You cannot use Mailbox Services to initiate transactions on your account(s). For banking transactions, please use the appropriate functions within Online Banking, or call our toll free # 1-866-672-2655.

**e) Hours of Accessibility**

You can access your MileStone Bank accounts through Online Banking seven days a week, 24 hours a day. However, at certain times, some or all of Online Banking may not be available due to system maintenance.

**f) Computer Requirements**

Online Banking requires use of certain software, a computer, and a modem. (In this Agreement, the computer and modem you need to use this software are collectively referred to as your "Computer".) You are solely responsible for the selection, installation, maintenance, and operation of your Computer. Your Computer must be compatible with our operations in order to access your accounts or to use our Bill Pay or ACH services.

**g) Responsibility for Your Account**

You are a business, sole proprietorship, or other entity. You are solely responsible for the security of your Internet Banking ID and Password and the activities of any Users you create or authorize MileStone Bank to create for you. Any transaction made using your Internet Banking ID and Password or any other delegated User ID is conclusively presumed to have been authorized by you.

**YOU UNDERSTAND AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ALL LOSS OR --  
--- DAMAGE OF ANY KIND RESULTING FROM ACTS OR OMISSIONS OF YOUR  
ADMINISTRATOR AND ANY PERSON TO WHOM YOU GIVE ANY ADMINISTRATIVE OR USER  
RIGHTS WITH RESPECT TO YOUR ACCOUNTS THROUGH ANYTIME BANKING. YOU ARE  
ALSO RESPONSIBLE FOR ALL LOSS OR INJURY RESULTING FROM ANY UNAUTHORIZED  
USE OF YOUR SIGN-ON ID OR PASSWORD.**

**3. Account Services**

**a) Account Management**

With MileStone Bank, you can manage your small business accounts from your home or office on your personal computer. You can use Online Banking to:

- View account balances and review transaction history.
- Transfer money between accounts. (As noted in the applicable Deposit Agreement and Disclosure Statement).
- Communicate directly with MileStone Bank through Mailbox Services.
- Initiate stop payment requests.
- Obtain balance and detail reporting.
- Verify deposits and transfers.
- Provide for multiple user access.
- Link accounts (one tax id)

These features maybe limited in extent and are subject to the following:

- Your ability to transfer funds between certain accounts is limited by federal law, as stated in the Deposit Agreement and Disclosure Statement.
- The Bank may not immediately retrieve the Mailbox message that you send. Therefore, you should not rely on Mailbox Services if you need to communicate with the Bank immediately - for example, if you need to stop payment on a check, to report a lost or stolen ATM or Debit card, or to report an unauthorized transaction from one of your Activated Accounts. The Bank will not take action based on your Mailbox Service requests until it actually receives your message and has a reasonable opportunity to act upon your request.
- You must review transactional information at least once every 30 days to assure the accuracy of your financial records. You will have access to transaction history information when you click on the Transaction button. This will allow you to research transaction detail between a start and end date. You are able to set history days using the Options Navigation button for the last 30 calendar days or more.
- The Bank reserves the right to limit the frequency and dollar amount of transactions from your Activated Accounts for any reason, including security reasons.
- Overdraft protection (overdrafts due to an NSF) for any Activated Account will only be available if the Bank has approved an overdraft privilege for such Activated Account.
- The statement information, transaction information and available balance you download through Internet Banking are current as of the close of the previous Business Day. Your actual available balance may be higher or lower due to uncollected funds, holds or transactions posted or memos posted since the close of the previous Business Day. This statement is for information purposes only and is not equivalent at all times to the statement information on the Bank's records. The Bank's statement records shall control if there is any conflict with information reflected on your Internet Banking statement or software program.

#### **b) Funds Transfer**

You may initiate transfers of funds between designated Activated Accounts. Online real time Internet Banking transfers between Activated Accounts are processed immediately if the funds are collected. Recurring or scheduled transfers, which are initiated prior to 5:30 p.m. on a Business Day when the bank has reasonable time to act, will be effective as of the close of business of that Business Day. Transfers which are initiated after 5:30 p.m. on a Business Day or on a day other than a Business Day will be effective as of the close of business the following Business Day.

By initiating the transfer of funds between Activated Accounts, you represent and warrant to us that the balance of collected funds in the Activated Accounts is equal to or greater than the amount of the transfer. We have no obligation to verify the availability of collected funds in the Activated Accounts at the time of the transfer request. If an overdraft is created as a result of a transfer request, you agree to reimburse us for the amount of the overdraft immediately upon request and to pay such charges as may be imposed by us as a result of the overdraft.

The number of transfers from a Savings and Money Market account is limited as described in the applicable Deposit Agreement and Disclosure. If a hold has been placed on deposits made to an account from which you wish to transfer funds, you cannot transfer the portion

of the funds held until the hold expires. You may call us at 267-327-4910 or 866-672-2655 to verify whether a transfer has occurred. Other than the provision of monthly account statements, we will not otherwise provide written or oral notice of transfers involving your Activated Accounts. The provisions of this section shall survive termination of this Access Agreement.

**c) ACH Payments**

Refer to the separate ACH Services Agreement. The cutoff hour for ACH transactions is 5:00 p.m. on business days. Our business days are Monday through Friday, excluding Saturday, Sunday and Federal holidays. ACH transactions received after the cutoff hour or on a non-business day may be deemed received as of the next business day.

**d) Account Statements**

For each Activated Account to which or from which an electronic transfer may be made, we will provide you a detailed periodic statement for each monthly cycle in which an electronic transfer has occurred and will send a detailed periodic statement at least quarterly if no electronic transfer occurs.

**e) Stop Payment**

Subject to certain limitations, you may order the Bank to stop payment on any check or other item drawn on or electronic transfers affecting your Activated Account (collectively "Items"), whether drawn by you or any other owner of the Activated Account. A fee is charged for this service. The stop payment request will be effective if the Bank receives the order at such time and in such manner as to afford the Bank a reasonable opportunity to act upon the order. A stop payment order may be completed online or by calling us at 267-327-4910 or 866-672-2655 Monday through Friday 8am to 5:30pm. If you miss a cutoff time, your stop payment request will not be processed until the next available cut-off time. In all events, stop payment requests received in any way after 5:30 p.m. will be processed on the next Business Day. In the case of payments you have arranged to be regularly made from your Activated Accounts, oral or written notice must be made in time for us to receive your request at least three business days before the next payment is scheduled to be made. The Bank will require you to provide the exact account number, the date, the exact amount, and the check number, together with the name of the payee for each Item. Accuracy is essential since computers operating on the basis of precise information process stop payment orders.

If you give the Bank incorrect information, the Bank will not be responsible for failing to stop payment on the Item. A stop payment order becomes effective when we confirm its receipt and have verified that the item or transaction has not been paid by us. You acknowledge that acceptance of a stop payment order by the Bank will not constitute a representation that the Bank has a reasonable opportunity to act upon the order.

**You may not stop payment on a cashier's check, certified check, guaranteed check, money order or on any check for which a cashier's check was issued.** In addition, you may not stop payment on checks governed by a separate agreement, such as a check guaranty agreement. Further, you may not stop payment on an Item after acceptance of the Item by the Bank. You should be aware that while payment of an Item may be stopped, you might remain liable to any person, including the Bank, who is a holder of the Item despite the stop payment order. The validity and duration of stop payment orders are subject to applicable state law. Stop payment orders are good for 6 months (unless renewed). A confirmation of the stop order will display after you place the stop payment. The Bank has the right to pursue reimbursement, upon re-crediting your account following an inadvertent payment of an Item over a valid stop order. In such an event, you agree to

transfer to the Bank all rights against the payee or other holder of the Item. You agree to indemnify, defend and hold the Bank harmless from any loss, expense, and cost incurred as a result of stopping payment on an Item, other than losses or costs arising out of our failure to act in good faith or with ordinary care. If you issue a replacement Item, you are responsible for reviewing the prior statements to determine if the original Item has been paid. The Bank will only review its records for transactions since your last statement date. The Bank will not be responsible for any loss incurred by you if you issue a replacement Item for any check on which you stopped payment if payment of the original Item was reflected on a previous bank statement. The provisions of this section shall survive termination of this Access Agreement.

#### **f) Bill Pay**

The MileStone Bank Internet Bill Payment Service (the "Service") allows you to schedule bill payments through the Service. You can schedule, at your option, for the payment of your current, future and recurring bills from any of your MileStone Bank checking accounts. There is no limit to the number of payments that may be authorized. You may pay any merchant or individual through the use of the Service.

We reserve the right to restrict types of payees to whom payments may be made using the Service from time to time. You should not use the Service to make payments to settle securities purchases, payments to interest bearing accounts, payment of taxes, court-directed payments, or foreign payments (payments made outside the United States). Payments for these payees will be your sole responsibility if delayed or improperly processed or credited.

By furnishing us with the names of payees/merchants, you authorize us to follow the payment instructions to these payee/merchants that you provide us through MileStone Bank Internet Services. When we receive a payment instruction (for the current or a future date), we will remit funds to the payee on your behalf from the funds in your selected checking account. When MileStone Bank Internet Services receives a payment instruction, you authorize it to charge your checking account and remit funds on your behalf so that the funds arrive as close to the business day designated by you as reasonably possible. While it is anticipated that most transactions will be completed on the exact day designated, it is understood that due to circumstances beyond the control of MileStone Bank Internet Services, particularly delays in handling and posting payments slow-responding companies or financial institutions, some transactions may take a day or even a few days longer. For this reason, it is recommended that all payments transfers be scheduled to at least (7) seven business days before the actual due date, not the late date. If you properly follow the procedures described herein, and MileStone Bank Internet Services fails to deliver a payment on the scheduled payment date, MileStone Bank Internet Services will bear the responsibility for late charges (\$50.00 maximum). In any other event, including, but not limited to, choosing a payment date less than (7) seven days prior to the actual due date, the risk of incurring and the responsibility for paying any and all charges or penalties shall be borne by you.

MileStone Bank Internet Services will use its best efforts to process all your payments properly. However, MileStone Bank Internet Services shall incur no liability if it is unable to complete any payments initiated by you through The Service because of the existence of any one or more of the following circumstances:

- Your account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft protection account.

- The MileStone Bank Internet Services processing center is not working properly and you know or have been advised by the service about the malfunction before you execute the transaction.
- You have not provided MileStone Bank Internet Bill Payment Service with the correct names or account information for those persons or entities to whom you wish to direct payment.
- Circumstances beyond the MileStone Bank Internet Service's control such as, but not limited to, fire, flood, or interference from an outside force that would prevent the proper execution of the transaction, MileStone Bank Internet Services has taken reasonable precautions to avoid those circumstances.

You have the right to stop or change any scheduled payment. You must cancel the payment by no later than 5:00 PM (Eastern Time), on the Payment Date; by using the DELETE function on the MileStone Bank Internet Services "Scheduled Payment" screen.

MileStone Bank reserves the right to terminate your use of MileStone Bank Internet Bill Payment Service in whole or part, at any time without prior notice. If, for any reason, you should ever wish to cancel the Service, we strongly suggest that you cancel all future bill payments at the same time that you cancel your service, either by deleting those payments yourself using MileStone Bank Internet Services or calling MileStone Bank's Customer Service at 1-866-672-2655. This will ensure that future payments and transfers made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your service has been terminated. We will continue to maintain your accounts until you notify us otherwise.

#### **Bill Pay Fees**

At this time MileStone Bank does not charge any fee for Online Bill Payments.

#### **4. General Conditions**

##### **a) Payment Account (Checking Account)**

You must designate a payment account (checking account) for selected services such as Bill Pay. You agree to pay promptly all fees and charges for services provided under this Agreement, and authorize us to charge the account that you have designated as the payment account or any other account for fees and any overdrafts. If you close the payment account, you must immediately notify MileStone Bank and identify a new payment account for the selected services. Additionally, if you close all MileStone Bank accounts, you must immediately cancel all your Online Banking services.

##### **b) Maintenance of Account Balances**

MileStone Bank operates in both real time mode (upon receipt) and batch mode (at certain scheduled times) depending upon timing, scheduling, and method of receiving and posting transactions. Transfers and bill payments occur in real time. Some batch transactions such as Automated Clearing House (ACH) debit and credit transactions are posted to your account at various times throughout the Business Day. From time to time during any Business Day, MileStone Bank may transmit or receive a balance file, which debits or credits your account. Transactions, which may be authorized online such as ATM and point of sale transactions, may also be posted to your account in real time mode. It is your responsibility to see that you have sufficient collected funds in your accounts throughout

each day to cover all debits to each account. If there are insufficient funds, you may receive a message in your Mailbox indicating that a transaction will not be processed.

#### **c) Overdrafts and Order of Payments**

If your account has insufficient funds at the time MileStone Bank performs any fund transfer (checks, ATM withdrawals, pre-authorized transactions, Online Banking Business Banking transfers and bill payments, etc.) that you have requested for a given business day, then:

1. Pre-authorized overdraft privileges will be exercised including transfers from checking, savings, or Business line of credit, but only to the extent authorized;
2. If your account still lacks sufficient collected funds, we may, in our sole discretion, give certain electronic funds transfers involving currency disbursement, like ATM withdrawals, priority; and
3. If your account still lacks sufficient collected funds, we may allow the electronic funds transfers initiated through Online Banking to be completed resulting in an overdraft of your account, or
4. We may choose not to process certain transactions.

If you have a scheduled payment that results in an insufficient funds return, the scheduled payment will not be processed, and **no attempt will be made to retry processing the payment**. Your next scheduled payment will not be affected. You are responsible for making any scheduled payments, and paying any related charges or penalties, if MileStone Bank is unable to make your payment due to insufficient funds. The Bank reserves the right, in its sole discretion, to refuse to process any item or any transaction which will result in an overdraft of your account, with the limited exception for accounts with preauthorized overdraft privileges. In addition, the bank may choose to close your account. In all events, you will be charged the insufficient funds charges that apply to your account.

#### **d) Account Cancellation**

If you wish to cancel any of the Online Banking Services please contact MileStone Bank using by calling us at 267-327-4910. You can send cancellation instructions in writing to MileStone Bank, 1980 S. Easton Road, Suite 110, Doylestown PA 18901. You will remain responsible, however, for any transactions then in process and for any fees or overdrafts due up to the point of cancellation, as deemed completed by the Bank.

#### **e) Disclosure of Account Information to Third Parties**

Please refer to our Digital Privacy Policy, available on-line through our website [www.milestonebank.com](http://www.milestonebank.com).

#### **f) Questions or Error Correction on Anytime Banking Services Transactions**

In case of questions or errors about Anytime Banking funds transfers through Anytime Banking involving your account, here is what you should do:

Contact MileStone Bank using email; a fax to MileStone Bank at 267-880-0139, Attention: Help Desk; or telephone the Bank at 267-327-4910 or 1-866-672-2655 during business hours. You may also write to MileStone Bank at 1980 S. Easton Road, Suite 110, Doylestown PA 18901.

Contact us right away if you discover: (a) any error or discrepancy between your records and the information we provide to you about your accounts or transactions (e.g., in a

statement, confirmation, or electronic report); (b) unauthorized transactions involving your Bank accounts or records; (c) a breach in the confidentiality of the Security Procedures; or (d) other problems related to the Services. You must send us a written notice of the discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 14 days from the date you first discover the problem or receive information or account statements from us reflecting the problem, whichever occurs first). The provisions of this section shall survive termination of all Services.

**g) Monthly Fees**

You agree to pay any special charges in effect as announced by the Bank from time to time. These charges are in addition to the fees and service charges specified in your applicable checking, savings or overdraft protection account agreements (for example, uncollected or overdraft charges on your checking account). If the payment account has insufficient funds to cover fees, the Bank will deduct the fee from any other checking account (in any order we may choose). If the fee cannot be paid, we may cancel your bill payment service. After cancellation, your bill payment service may be reinstated at the Bank's discretion by contacting MileStone Bank once sufficient funds are available in your payment account to cover the bill payment fees and any other pending transfers or debits.

**h) Changes to Charges, Fees or Other Terms**

We reserve the right to change the charges, fees or other terms described in this Access Agreement. However, when changes are made, we will notify you online, or send a notice to you at the address shown on our records, or send you an electronic mail message (Mailbox services). The notice will be posted or sent at least thirty (30) days in advance of the effective date of any additional fees for online transactions, or of any stricter limits on the type, amount or frequency of transactions or any increase in your responsibility for unauthorized transactions or other change, unless an immediate change is necessary to maintain the security of the system. If such a change is made, and it can be disclosed without jeopardizing the security of the system, we will provide you with electronic or written notice within thirty (30) days after the change. As always, you may choose to accept or decline changes by continuing or discontinuing the accounts or services to which these changes relate. We also reserve the option, in our business judgment, to waive, reduce or reverse charges or fees in individual situations. The applicable Deposit Agreement and Disclosure govern changes to fees applicable to specific accounts.

**i) Service Changes and Additions**

You may request at any time to change the processing instructions for any Service. We are not obligated to implement any requested changes until we have had a reasonable opportunity to act upon your request. In making changes, we are entitled to rely on requests purporting to be from you. For certain changes, we may require that your requests be in writing, in a form and manner acceptable to us, or be from an authorized person you designated. Changes are subject to our approval. Bank may, from time to time, introduce new online services. We will notify you of any new services. By using these services when they become available, you agree to be bound by the rules communicated to you concerning these services.

**j) Additional Cash Management Services**

When you enroll, you will have the opportunity to request Automated Clearing House (ACH) services, and Wire services. Access to any such service is subject to the prior written approval of your request by MileStone Bank. You will receive a supplemental agreement, disclosures and schedule requirements, if these services are made available to you. By

using such services after Bank approval, you agree to be bound by the additional terms and conditions communicated to you concerning these services.

#### **k) Confidentiality**

You acknowledge our claim to proprietary rights in all materials we may provide to you to access any Online Banking service subject to this Agreement (Materials) and that the Materials constitute our "trade secrets" or trade secrets of our licensors or vendors. You understand that all Materials are confidential and you will:

- Safeguard the Materials at all times;
- Establish and maintain procedures to assure the confidentiality of the Materials and any password or code assigned to or used by you;
- Use the Materials only for the purposes for which we provide them; and
- Notify us promptly by telephone, confirmed in writing, if any Materials are lost or their confidentiality is compromised.

You will not, nor will you allow anyone else to, do any of the following without our prior consent:

- Disclose any Materials to any person or entity, except to your employees and agents with a need to know the Materials;
- Make any copies, in whole or in part, of any Materials in whatever form or medium (electronic, printed or otherwise) in which they may exist from time to time, except as provided in the Software License section; or
- Translate, reverse engineer, disassemble or de-compile any Software or security devices.

These confidentiality obligations continue after each Service you are using is terminated.

You have sole responsibility for the custody, control and use of **all** Materials. You agree that **no** individual will be allowed to initiate a request or other instruction contemplated in this access Agreement or to have access to any Materials without proper supervision and strict security procedures. We will be fully protected in relying on the correct user identification codes and passwords, as described in the relevant user documentation.

#### **l) Cutoff Hours**

A number of our services are subject to processing cutoff hours on a business day. You can obtain information on our current cutoff hours by contacting our office. Instructions received after a cutoff hour or on a day other than a business day may be deemed received as of the next business day.

#### **m) Unauthorized Transactions on Your MileStone Bank Accounts**

Notify us immediately if you believe another person has improperly obtained your online password. Also notify us if someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account. Only reveal your account number to a legitimate entity for a purpose you authorize (such as your insurance company for automatic payments). To notify us, call **MileStone Bank** at once at **267-327-4910 during business hours on a business day, or write MileStone Bank, 1980 S. Easton Road Suite 110, Doylestown PA 18901**. You may also refer to MileStone Bank's Deposit Account Terms & Conditions and Disclosures document for a full description.

#### **n) Facsimile Signatures**

Many businesses use a facsimile signature as a convenient method for signing checks, documents and other items. If you choose to use a facsimile signature, you must provide us with a specimen facsimile signature of each person authorized to do so. You are responsible for any withdrawal from your account that bears or appears to us to bear a facsimile signature that resembles the signature of an authorized person. If you choose to use a facsimile signature, you are responsible even if you have not presented us with a specimen facsimile signature or if the size, color, or style of the facsimile signature, regardless of the size, color, or style of the check, is different from that of the facsimile signature you typically use. We may pay the withdrawal and may charge your account for it. You agree to compensate us for all losses, claims, damages, or expenses, including reasonable attorney's fees that result from our payment of a withdrawal bearing a facsimile that resembles your signature or a facsimile that we believe you authorized.

**o) Integration of Agreements**

This Access Agreement will be controlling in the event of any conflict between it and any relevant Deposit Account Terms & Conditions, Signature Card, Administrator's Training Guide, user documentation, Materials, and any other document or written or oral statement. Current user documentation will be made available upon request. This Agreement supersedes all prior agreements and understandings, oral or written, between you and us relating to any service (excluding the current Deposit Account Terms & Conditions and Disclosures and excluding any security procedure and software license agreement previously agreed upon unless we notify you otherwise in writing). The terms and conditions of this Access Agreement are in addition to the terms and conditions of any credit agreement you may have with us. If you elect to receive other services from us, the terms and conditions for such services shall be incorporated herein by this reference.

This Access Agreement is binding upon each of our respective successors and permitted assigns. You may not assign any of your rights or duties described in this Access Agreement without our prior written consent. This Access Agreement is not for the benefit of any other person, and no other person has any right under this Access Agreement against you or us. Nothing contained in this Access Agreement creates any agency, fiduciary, joint venture or partnership relationship between you and us. We are responsible only for performing the Services expressly provided for in this Access Agreement or by subsequent agreement between us. We may contract with an outside vendor in providing any Anytime Banking service. If any provision of this Access Agreement or the application of any such provision to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Access Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void and unenforceable to the fullest extent permitted by law, shall remain in full force and effect. With respect to a given service, this Access Agreement shall be governed by and interpreted according to federal law, the NACHA rules and the law of the state of Pennsylvania. No delay or failure to exercise any right or remedy under this Access Agreement shall be deemed to be a waiver of such right or remedy. No waiver of a single breach or default under this Access Agreement is a waiver of any other breach or default. Any waiver under this Access Agreement must be in writing.

**p) Information Processing and Reporting**

We may offer you a number of services, which require us to receive process and report information involving your accounts and transactions. We will not be responsible for determining the accuracy, timeliness or completeness of any information, which you or others provide to us. We shall be protected in acting on any oral or written request believed in good faith to be genuine and to have been made by your Account Administrator or any authorized User. We will not have a duty to interpret the content of any data

transmitted to us, except to the limited extent set forth in this Access Agreement and any operating procedures. Unless we agree otherwise in writing, we will not be required, by means of any security procedures or otherwise; to detect errors in the transmission or content of any information we receive from you or third parties.

THE BANK SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY ELECTRONIC TERMINAL, COMPUTER OR OTHER EQUIPMENT, HARDWARE, SOFTWARE, THE ANYTIME BANKING SERVICES OR SOFTWARE. THE SERVICES OF ANY SERVICE PROVIDER OR OTHER THIRD PARTY, OR ANY SERVICES OR PRODUCTS OF THE BANK OR ITS AFFILIATES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF THE BANK IS ADVISED OF THE POSSIBILITY OF A POTENTIAL CLAIM, THE BANK DOES NOT WARRANT ITS SERVICES OR ANY RELATED PRODUCTS OR SOFTWARE WILL OPERATE ERROR FREE OR WILL BE UNINTERRUPTED.

You acknowledge that it is not possible for our services to be totally free from operator, programming or equipment error, and that errors in processing and compiling data may occasionally occur (e.g., due to the failure of others to provide accurate information, telecommunication failures, or a breakdown in an electronic data interchange). As such, you agree to review and verify all results and to maintain adequate controls for insuring both the accuracy of data transmissions and the detection of errors. Unless otherwise required by law, our sole responsibility for any reporting errors caused by us will be to reprocess the information for the period in question and to submit corrected reports at our own expense. You agree to maintain adequate backup files of the data you submit for a reasonable period of time in order to facilitate any needed reconstruction of your transactions (e.g., in the event of a telecommunication failure). If we are unable to provide a Service for any reason, we will promptly inform you of the problem and will take reasonable steps to resume processing.

#### **q) Limitation of Liability**

MileStone Bank will not be liable for loss or damage of any kind if we do not complete a transfer to or from any Activated Account on time or in the correct amount according to our agreement with you if:

- Through no fault of ours, you do not have enough money in your account to make a transfer.
- A legal order directs us to prohibit withdrawals from the account.
- Your account is closed or if it has been frozen.
- The transfer would cause your balance to go over the credit limit for any credit arrangement set up to cover overdrafts.
- You, or anyone you allow or acting on your behalf, commits any fraud or violates any law or regulation.
- Any electronic terminal, telecommunication device or any part of the electronic fund transfer system is not working properly.
- You have not provided us with complete and correct payment information, including without limitation the name, address, account number, and payment amount for the payee on a bill payment.
- You did not authorize payment early enough for the payment to be scheduled, transmitted, received and credited by your creditor's Due Date.
- The Bank made timely payment but your creditor did not properly credit our payment after receipt.
- You have not properly followed the instructions for using Online Banking Services.

- The transfer or payment could not be made or completed due to system unavailability.
- Circumstances beyond our control (such as fire, communications failures, flood or improper transmission or handling of payments by a third party) prevent the transfer, despite reasonable precautions taken by us.

We will not be responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties which are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer or communications facility; (e) accidents, strikes or labor disputes, civil unrest, fire, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) causes beyond our reasonable control; (g) the application of any government or funds transfer system rule, guideline, policy or regulation; or (h) our inability to confirm to our satisfaction the authority of any person to act on your behalf. Except for losses caused by our gross negligence or willful misconduct, our liability for any loss, cost, or liability arising from our actions or omissions will not exceed the average monthly charge for the Service in question for the month preceding the date of loss, except as otherwise required by law. We will not be responsible, under any circumstances, for any punitive damages or for any special, consequential or indirect damages, which you incur in connection with this Agreement or the services, even if we are aware of the possibility for such damages. This provision shall survive the termination of all Services.

You acknowledge that our Service fees have been established in contemplation of: (a) these limitations on our liability, and (b) your agreement to review statements and notices promptly and to notify us immediately of any discrepancies or problems.

**r) Limitations on Use and Access**

Unless you have our prior written consent, you may not: (a) permit a third party to initiate any service we provide you on your behalf; or (b) use any services we provide you to process transactions on behalf of others.

**s) Protection from Third Parties**

You will indemnify and defend us against and hold us harmless from any and all liabilities, claims, costs, expenses and damages of any nature (including reasonable attorney's fees) arising out of or relating to disputes or legal actions by parties other than you and us concerning a service. The obligations contained in the preceding sentence will continue after a service you are using is terminated. This section does not apply to any cost or damage incurred by a third party which is attributable to our negligence or intentional misconduct and for which we are legally responsible.

**t) Representations and Warranties**

On and as of each day we provide any service to you, you represent and warrant to us that: Your agreement to each provision contained in this agreement is a duly authorized, legal, valid, binding and enforceable obligation; The debiting or crediting of any account is not inconsistent with any restriction on the use of that account; All approvals and authorization required to permit the execution and delivery of this Agreement and any supplementary materials and any other necessary documentation, and the performance and consummation by you of the transactions contemplated under each service we provide you, have been obtained, including but not limited to due authorization from each applicable third party to allow you to transfer funds to or from and to access information

from such party's account; and Your performance of your obligations will not violate any rule, law, regulation, judgment, decree or order applicable to you, your accounts or this Access Agreement.

#### **u) Software License**

This section applies to all software (Software) we provide you under this Agreement unless we provide you a separate license agreement for specific Software. For each Software application we provide you for one or more Online Banking Services, we grant you a non-exclusive, non-transferable license for the use of that Software and its related materials. No such license grants you any rights to any patents, trademarks or trade names.

You may not sublicense, lease, distribute or otherwise transfer a Software application, the related materials or your right to use the Software and related materials.

You may not make, or allow anyone else to make, copies of the Software or related materials, beyond one copy for backup and archival purposes, except as we may otherwise agree in writing. You may not remove, obscure or deface any proprietary notices contained in the Software or related Materials, and you must include such notices in any permitted copy of the Software. You may not alter, modify or adapt any Software or related materials or create derivative works from them. You may not translate, reverse engineer, disassemble or de-compile the Software. A license to Software and related materials will terminate automatically if you fail to comply with the terms of the license or any other material provision in this Access Agreement or if the Online Banking Services for which you are using the Software are terminated. Upon termination of a license granted you in this Access Agreement, you must cease using the Software and related materials and, at our election, return or destroy all copies of the Software you may have in your possession or under your control, and certify to us that you have done so. All your obligations herein will survive termination of any licenses.

#### **v) Termination**

MileStone Bank Reserves the Right to terminate this Agreement and your access to Online Banking, in whole or in part, at any time without prior notice. We may terminate the Services immediately if: (a) you breach any agreement with us; (b) the confidentiality of the Security Procedures is compromised; (c) we have reason to believe that an unauthorized transaction has taken or may take place involving your account or a service; (d) you become insolvent or the subject of a bankruptcy or dissolution proceeding; (e) you make any assignment for the benefit of creditors; (f) you fail generally to pay your debts as they become due; (g) your payment account is overdrawn; (h) any material adverse change occurs in your financial condition; (i) you close your payment account; (j) you do not use your Online Banking services for a one (1) year period, or (k) we are uncertain as to any person's authority to give us instructions regarding your accounts or the services.

You or we may terminate some or all of the services governed by this Access Agreement, with or without cause, by giving thirty days prior notice to the other party.

If a service you are using is terminated for any reason, you will do the following: (a) immediately stop using any materials relating to the terminated service; (b) erase or delete any Software we have provided relating to the terminated Service to the extent it is stored in your computers; and (c) at our option, either return to us or destroy all Materials relating to the terminated service.

These obligations will continue after a service you are using has been terminated. Termination of a service you use does not affect your payment obligations for services we

provide to you before the service is terminated or any other obligation, which survive termination.

**w) System Unavailability**

The Service may be unavailable at certain times for the following reasons: Scheduled Maintenance. There will necessarily be periods when systems require maintenance or upgrades. These will typically occur from 2:00 a.m. to 7:00 a.m. EST.

Unscheduled Maintenance- The service may be unavailable when unforeseen maintenance is necessary.

System Outages- Major unforeseen events, such as, but not limited to, earthquakes, fires, floods, computer failures, interruptions in telephone service or electrical outages, may render access to the service unavailable.

The Bank will make all reasonable efforts to ensure the availability of the service. However, the Bank is in no way liable for the unavailability of the service or any consequential damages that may result.

**x) Security**

The Bank will take reasonable steps in connection with the services to ensure the security and confidentiality of your financial records and transactions under the services. Such steps may include, without limitation, creating security firewalls in its computer systems to protect against access by any unauthorized person and implementing other commercially reasonable security techniques. At all times you agree to comply with all security procedures the Bank may impose from time to time in connection with your use of the services. You agree the security techniques used by the Bank, its affiliates and agents in connection with the services are commercially reasonable security procedures and, as a result, you assume all risk of unauthorized transactions where the Bank has followed its then current security procedures.

**ACCEPTING THE AGREEMENT**

By clicking "I Agree", you indicate your acceptance of this Agreement. You should print a copy of this Agreement for your records.