

### Introduction:

This *Business Online Banking* Disclosure governs your use of the Business Online Banking and other services (the "Services"), as further defined below, you receive from Centreville Bank, also known as ("Bank", "us", "we", or "our"). This Disclosure is a legal contract between Company ("customer", "you", "your", or "user") and the Bank and sets out the terms and conditions of your use of the Services. Please read this Disclosure carefully and keep a copy for your records because it contains important information and guidelines for using the Services. We may modify the terms of the Disclosure from time to time and your continued use of the Services will constitute your acknowledgement of, and agreement to those changes.

In addition to this Disclosure, you and the Bank agree to be bound by and comply with the terms and conditions of the Bank's Master Service Agreement (MSA) for Cash Management Services, the Business Account Disclosure, the Terms and Conditions of Your Account, the Business Fee Schedule, and any other disclosures provided to you in connection with your accounts (collectively "Disclosures"). Your use of the Services is your acknowledgement that you have received these Disclosures and intend to be bound by them.

Acceptance of your Business Online Banking request is subject to the Bank's approval before it becomes effective ("Effective Date").

The use of the Services are intended for business banking purposes (for example, to transfer funds to or from a business account or any account that is not a consumer account) and not for consumer transactions. A non-consumer transaction includes, to the extent allowed by law, any transaction not covered by the Electronic Fund Transfer Act. Consumer protection laws **DO NOT** apply to business accounts.

### Definitions:

The following definitions apply to this Disclosure:

- *Business Online Banking* and *Online Banking* both refer to the Internet-based service through which the Customer may obtain access to the Customer's Online Banking Accounts and selected banking services.
- *Online Banking Account* means any Centreville Bank deposit or loan account that the customer has notified the Bank is to be available for transactions through Online Banking. Loan accounts may require authorization from Commercial Lending prior to being accessed through Business Online Banking. Certificates of Deposits (CD's) and passbook accounts are available for view only and are not able to be transacted on through Business Online Banking.
- *Servicer* means CheckFree, the Online Bill Payment interface between you and us.
- *Online Bill Payment Account* means your Centreville Bank checking account from which bill payments will be debited.
- *Business Days* means Monday through Friday, excluding federal and state bank holidays.
- *Access Device* means any device, such as a desktop computer, tablet, or mobile phone used to access the Services.
- *Access ID* can also be referred to as *Username*.

### Services:

You may use the Business Online Banking system for the following services as available:

1. View current balance information on your Online Banking Accounts
2. View transaction history
3. View pending transactions
4. View check images
5. Transfer Funds among the designated Online Banking Account(s):
  - a. Transferring funds between deposit accounts;
  - b. Transferring funds from a deposit account to make a payment on a Centreville Bank loan account.
  - c. Transfers from Loan accounts require prior Commercial lending approval.
  - d. **NO** transfers are permitted from a passbook savings account
6. Submit stop payment requests on checks written from your Centreville Bank Checking or Money Market accounts.
7. Pay bills
8. Establish Account Alerts
9. ACH Origination
10. Initiate Wire Transfers
11. Deposit Checks through Remote Deposit Capture
12. Receive Statement Savings and DDA Statements Electronically
13. Business Mobile Banking including Mobile Check Deposit

**Stop Payment Request:**

You may make a stop payment order on a check in the manner required by law. We must receive it in time to give us a reasonable opportunity to act on it before our stop payment cutoff time, as explained in the Terms and Conditions of Your Account. When you place your stop payment order, we will tell you what information we need to stop a payment. You understand our ability to stop a check payment will depend on whether or not the payment has cleared your Online Banking Account. You understand the stop payment request you make may not be deemed received until the following business day after your request. You understand and agree that we will have no liability for failing to accommodate a stop payment request. We may also require you to present your request in writing within fourteen (14) days. The charge for each stop payment request will be the current charge for such service as stated in our Business Fee Schedule. Stop payments will be in effect for 6 months. Your order will lapse after that time if you do not renew the order. You understand that we are not obligated to notify you when a stop payment order expires.

**Bill Payment:**

If you have chosen this option, any user authorized to do so on your account may make payments from a checking or money market account(s) you have designated for bill payment. Your payments will be made either electronically to the person or business you are paying (the "payee") or by sending the payee a paper check. Bill payments may not be processed until they are approved by a user with bill payment approval authority if the payments were created by users with supervisor or employee roles. To utilize this service, you must accept the terms and conditions of our Servicer's Terms & Conditions.

**New Services:**

New services may be periodically introduced for Business Online Banking. The Bank will notify you of the existence of these new services. By using these services as they become available, you agree to be bound by the rules that will be made available to you concerning these services.

**Access to Services:**

The Services may be accessed through the use of an Internet-enabled desktop computer, laptop computer or mobile device using an Internet Service Provider, and Access ID and Password. For security purposes you may be periodically requested to change your password. A token password may be required as additional authentication if you are using a high-risk cash management service such as ACH Origination or Online Wires.

The Services generally will be available 24 hours per day, 7 days per week, except during times that the bank is performing maintenance, upgrades, or other services. Except as otherwise provided in this Disclosure, transactions entered through Business Online Banking in accordance with the Disclosure will be processed on the business day they are received by the Bank, provided they are received within the specified cut-off time. Transactions received after any specified cut-off time or at any time on a Saturday, Sunday, or on a federal or state bank holiday will be processed on the next business day.

If you are enrolled in the Services, you must use them at least once every 180 days to remain active. If you do not use them at least once every 180 days, your Services will be canceled. You must remain active in the Services to receive eStatements.

**Personal Identification and Security:**

You will be assigned a unique Access ID and temporary password when you enroll in the Services. You will be required to select a new password during your first login. Your Access ID and Password must meet the minimum requirements. Your access to the Services will be blocked in the event your Password is entered incorrectly on multiple consecutive attempts. If this happens call us at (401) 821-9100.

You agree not to give or make available your Access ID, Password, or other means to access the Services to any unauthorized individuals. You are responsible for all transactions and payments you authorize using the Services. If you permit other persons to use the Services with your Access ID, Password, or other means, you are responsible for any transactions they authorize or activity they perform. In order to protect yourself against fraud, you should adhere to the following guidelines:

- Do not give out your account information, Access ID, or Password;
- Do not leave your Access Device unattended while you are logged into the Services;
- Never leave your account within range of others; and
- Do not send privileged account information (e.g. account number, password, etc.) in any public or general e-mail system.

If you believe your Access ID and/or Password has been lost, stolen, or compromised, or that someone may attempt to use the Services without your consent or has transferred money without your permission, or you suspect any fraudulent activity on your account, call the Bank immediately at (401) 821-9100 during customer service hours. The best way to minimize your losses and liability is to telephone the Bank immediately.

**Authorized Users:**

All Business Online Banking transactions shall be effected on your behalf by your duly authorized agent(s). **Only you can authorize or terminate the authorizations of your agents. The Bank cannot authorize or terminate the authority of an agent to access your Online Banking Accounts. By granting an individual access to your accounts as an authorized user with an Access ID and Password, you expressly agree to take responsibility for all activity initiated by those individuals. In effect, you have authorized each transaction initiated through the Services to take place and the Bank will not be held liable for individual User actions.**

Each USER with authority to access your accounts through the Services will have a unique Access ID and Password.

**Your Internal Security:**

You agree to establish, maintain commercially reasonable policies, procedures, equipment and software ("Internal Security Controls") that will safeguard the security and integrity of your computer system and information from unauthorized use, intrusion, takeover or theft, and prevent your Password from unauthorized discovery or use (collectively "Internal Security Breaches"). You bear all the risk of fraudulent transfers and other losses arising from your Internal Security Breaches or from the interception of your communications prior to their receipt by us (collectively "Internal Security Losses"). We will not reimburse you in connection with Internal Security Losses.

You agree that we are authorized to execute, and it is commercially reasonable for us to execute, any instruction received by us with your Access ID and Password.

You remain solely responsible at all times for your Internal Security Controls, Internal Security Breaches and Internal Security Losses. Although we may employ various systems and procedures from time to time to help prevent losses to us, we assume no obligation for Internal Security Breaches or Internal Security Losses, provided we have acted in accordance with this Disclosure and/or instructions that are accompanied by your Access ID and Password.

It is critically important to keep your Access ID and Passwords confidential to prevent unauthorized transactions on your Bank accounts. In the event you wish to change authorizations (as a result of personnel changes, your business policy, or for any other reason) it is your sole responsibility to immediately revoke access by contacting the Bank or by you removing them via the Administrative User Function if you have been granted that access, in order to protect against the improper use of the Business Online Banking Services. If you suspect any misuse of the Services by an authorized user, you should revoke that employee's access immediately.

**Anti-Virus Protection and Anti Malware:**

You must ensure each computer used to access Business Online Banking maintains a current version of an anti-virus and anti-malware software to help protect sensitive data. You must update these software applications regularly. The Bank is not responsible for any electronic virus or malware that you may encounter.

**Inactivity:**

If you are logged into Business Online Banking and are idle for 10 minutes you will be automatically logged off and will need to log back in.

**Limits on Transactions:**

All savings accounts are subject to federal regulations that limit the number of certain types of transfers from those accounts (although payments to your own loan accounts with us are not counted toward the limit). You should review your Account Disclosures carefully for information regarding all applicable limitations and service charges.

**Fees:**

The Bank offers the benefits and convenience of the Services to you. Service fees that would be imposed for a transaction effected through other means will be imposed when such transactions are effected through Online Banking. For example, if you request a transfer that would overdraw your account, you will be charged our standard overdraft funds fee. If you request a transfer and the request us drawing on uncollected funds, you will be charged our standard uncollected funds fee. The current individual service fees (such as fees for returned Items, stop payment orders, and check copies) are disclosed in a separate Business Fee Schedule. If you close your account, you must contact us immediately to designate another account. If you do not contact the Bank in a reasonable time the Bank may charge any account, you hold with the Bank or invoice you for any outstanding fees or charges. Please refer to the Bank's fee disclosure(s) for related banking fees.

**Limitations:**

The Bank shall have no liability to you:

- a. For any failure to make a transfer for which there were insufficient or uncollected available funds in the specified account;

- b. For any failure to make a transfer for which the Bank did not receive instructions in accordance with this Disclosure;
- c. For any action or inaction, including any transfer made or not made in good faith. Reliance will be made on instructions that the Bank believed to have been given by one of your authorized representatives;
- d. For any failure to make a transfer if such failure is a result of circumstances outside the Bank's control, including (but not limited to) work stoppages, interruptions in communications, power failures, riots, or acts of God; or
- e. For any transfer error, unless such error was the result of the Bank's gross negligence. The Bank shall not be liable under any circumstances for any special, consequential, or incidental damages.

**Tapes and Recordings:**

All electronic data, security procedures, and related records used by the Bank for transactions under this Disclosure shall be and remain the Bank's property. The Bank may, at its sole discretion and at your expense, make such information available to you upon your request.

**Notices:**

Any notice required or permitted to be given pursuant to this Disclosure shall be in writing and shall be delivered: (1) in hand; (2) by fax or electronically; (3) by overnight courier; or (4) by first class mail. Notices shall be addressed, if to you, to the most recent address the Bank has in its records for you and if to the Bank to:

Centreville Bank  
Operations Department  
1218 Main Street  
West Warwick, RI 02893

If you send the Bank an electronic mail message, the Bank will deem to have received it on the following business day. If the Bank sends you an electronic mail message, you will be deemed to have received it three (3) business days after the date sent by the Bank, whether or not you access the Services during that time.

You should *not* rely on electronic mail for communications that must be immediate; for example, to report an unauthorized transaction. For urgent communications, please telephone the Bank at the following number: (401) 821-9100 during customer service hours.

For your protection, we request that you do not send us or request sensitive information via any email system.

**Cooperation in Loss Recovery Efforts:**

In the event the parties may be liable to each or to a third party for any damages incurred in connection with the services provided under this Disclosure, you and the Bank will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

**Amendments:**

This Disclosure may be amended from time to time by the Bank or by mutual disclosure between you and the Bank. The Bank shall give you notice of any amendment made by the Bank unilaterally, which notice may be provided electronically or in any of the methods provided in the Notice provision above. Any amendment agreed to by you and the Bank shall be expressed in a written Disclosure. Amendments shall be effective on the date specified in the notice of amendment or written Disclosure.

**Termination:**

This Disclosure may be terminated by notice given by either party at any time. Any termination by you shall be effective 30 days after notice or on any other date that is mutually agreeable to the parties. Any termination by the Bank shall be effective on the date specified in the notice of termination.

**Indemnification:**

You agree to indemnify and hold harmless Centreville Bank, its officers, agents, representatives, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements and court costs) arising from or in connection with your use of the Business Online Banking Services or transactions originating out of the Online Banking Services.

**Confidentiality:**

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

- 1. Where it is necessary to complete the transfer;
- 2. To verify the existence and condition of your account for a third party, such as a credit bureau or merchant;

3. To comply with government agency or court orders; or
4. If you give us your written permission.

**Governing Law:**

This Disclosure shall be governed by and construed in accordance with the laws of the State of Rhode Island.

**Alerts Terms and Conditions**

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

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

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

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

Alerts via Text Message. To stop Alerts via text message, text "STOP" to 48179 at anytime. Alerts sent to your primary email address will be unaffected by this action. To restore Alerts on your mobile phone, just visit the Alerts tab in Business Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with SMS text alerts, text "HELP" to 48179. In case of questions please contact customer service at 401-821-9100. Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless, MetroPCS.

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

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