



This agreement describes your rights and obligations as a user of the Online Banking Service or the Bill Payment Service ("Service"). It also describes the rights and obligations of Windward Bank ("the Bank"). Please read this agreement carefully. As an authorized account holder, you must abide by the terms and conditions of this agreement.

DISCLOSURE AND AGREEMENT TO RECEIVE ELECTRONIC COMMUNICATIONS

eConsent

By enrolling in the Service, you are (1) acknowledging your receipt of the information listed below, (2) agreeing that any contract you enter into with the Bank for the provision of certain Online Banking Service, will be in electronic form, and (3) agreeing that certain information that may be delivered in connection with the Service will also be in electronic form. Disclosures are provided in electronic form for the account(s) you have selected to open online. Before completing the online account opening, you must read and indicate your acceptance of the terms outlined below. If you do not consent, you will not be able to proceed with the online account opening process. You may contact us at the number or address listed below to open a new account.

In this consent "we", "us", and "our" are used to refer to Windward Bank. All the disclosures being provided to you may, at our discretion, be in electronic form, and you will be able to review them online in addition to downloading and/or printing them. Your consent applies only to the disclosures and notices applicable to the deposit accounts opened during an online session.

Disclosures provided in electronic form will not be distributed in paper form. After consenting, if you wish to obtain a paper copy of the disclosure(s), you can do so free of charge by contacting us at the number or address listed below.

We may provide you with this agreement and any revisions and amendments thereto in electronic form, and that, if you choose to accept the agreement, you are consenting to enter into an agreement electronically that will govern all future transactions you conduct using the Service.

We may provide you revisions and amendments to this agreement and such other information, including but not limited to other applicable banking or financial Service laws or regulations in connection with the Service, electronically as a part of the agreement or otherwise as a part of the Service. While you may print and retain a copy of the agreement or any information provided to you in relation to the Service, we only provide these documents electronically.

You have the right to withdraw your consent at any time, at no cost to you, by contacting us at the number or address listed below. **However, because the agreement and the information are provided only in electronic format, your withdrawal of consent will terminate the Service.**

By consenting to receive disclosures and notices electronically, you agree to provide us with the information (such as current email address) necessary to communicate with you electronically. You are required to update us with any changes in such information by contacting us at the number or address listed below.

The following lists the hardware and software requirements necessary for access to and retention of the information being provided to you in electronic form. By consenting to receive the disclosures online, you will also be verifying you meet the necessary hardware and software requirements to view the disclosures.

- A personal computer or other device capable of accessing the internet
- A web browser which supports 128-bit SSL encrypted communications
- Software that permits you to receive and access Portable Document Format (PDF) files, such as Adobe Acrobat Reader version 5.1 or higher (available for downloading at <http://www.adobe.com/products/acrobat/readstep2.html>).



THIS CONSENT THAT ACKNOWLEDGES THAT YOUR ACCOUNTS ARE INTENDED TO BE FULLY ELECTRONIC AND PAPERLESS. YOU ARE ELECTING TO RECEIVE ACCOUNT STATEMENTS AND DOCUMENTS ELECTRONICALLY, INSTEAD OF PAPER.

You may change your paperless settings, address, contact information, or enrollment status at any time by contacting us at:

(800) 865-7653
Windward Bank
Attn: Account Operations
PO Box 1187
Edgartown, MA 02539
www.windwardbank.com

You can access information that is provided in the same manner as the information and the Service via the internet.

DEFINITIONS

The following definitions apply in this agreement:

- "Online Banking" is the internet-based service providing access to your account(s) under the terms set forth in this Online Banking Terms and Conditions agreement.
- "Online Account" is a Bank account from which you will be conducting transactions using a Service.
- "Customer" refers to a person or a business.
- "Business Day" refers to Monday through Friday, excluding holidays as determined by the Bank. All Online transaction requests received after 7:00 p.m. EST, or on a non-Business Day, will be processed immediately, but will not appear in the online history until the following Business Day.
- "Password" is a series of numbers and/or letters that you select after the initial sign-on that establishes your connection to the Service.
- "Time of Day" references are to Eastern Standard Time unless otherwise noted.
- "We," "us" "our" or "the Bank" refer to the Bank, which offers the Service provided under this agreement and holds the accounts accessed by the Service.

ACCESS TO SERVICE

The Bank will provide online instructions describing how to use the Online Banking Service. To gain access to this Service you will need your User ID and your password.

HOURS OF OPERATION

The Service is generally available 24 hours-a-day, 7 days a week, except during special maintenance and upgrade periods. Routinely these times are Sunday & Wednesday between 1:00 am and 4:00 am EST, each week.

USE OF YOUR PASSWORD

The safety of our customers' accounts and account information is of paramount importance to the Bank. We go through great lengths to protect confidentiality and the security of your account and urge you to do the same. You agree not to allow anyone to gain access to the Service or to let anyone know your password used with the Service. You agree to assume responsibility for all transactions initiated through the Service with your User ID, up to the limits allowed by applicable law. While the Bank continues to provide our customers with the level of online security, we believe necessary and appropriate, customers who share their User ID and password are giving up the full benefit of our security measures and legal protections to which they may be entitled. The password you choose has the same effect as your signature.

NO BANK REPRESENTATIVE WILL EVER CALL OR EMAIL YOU AND ASK YOU FOR YOUR ACCESS ID AND PASSWORD.



The Bank highly recommends that you regularly change your password. If your password has been lost or stolen, you should restore the security of your Service by immediately changing your password, then calling the Bank at (800) 865-7653. If we are closed, please leave a message in the general voice mail box.

BANKING TRANSACTIONS WITH ONLINE BANKING

In addition to viewing account information, you may use Online Banking to conduct the following transactions:

- Transfer funds among your linked checking, savings, money market, mortgage, and line of credit accounts.
- For Passbook saving accounts, only credit transactions will be allowed.

ALERTS

Your enrollment in Windward Bank Online Banking and/or Mobile Banking (the "**Service**") includes enrollment to receive transaction alerts and notifications ("**Alerts**"). Alerts are electronic notices from us that contain transactional information about your Windward 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 or login information. You do not have the option to suppress these Mandatory Alerts.
- **Two Factor Authentication** messages and alerts that provide information to allow you access to various banking services. You will receive one message per request for two factor authentication.
- **Account Alerts** provide you with notification of important account activities or when certain changes are made to your Service accounts, such as low balance, withdrawals, and deposits. These Alerts are automatically activated for you. Although you may suppress these Account Alerts, we strongly recommend that you do not do so because they provide important information related to your Service accounts.
- **Additional Alerts** must be activated by you to be enabled. These Additional Alerts can be accessed from the Alerts menu within Windward Bank Online Banking and Manage Alerts menu within Windward Bank Mobile Banking.

Account Alerts and Additional Alerts must be managed and/or added online through the Service. You cannot maintain all Alerts through your mobile device. We may add new Alerts from time to time or cancel old Alerts. We usually notify you when we cancel Alerts but are not obligated to do so. Windward 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 Windward Bank Online Banking message in-box, by an e-mail message. You agree to receive Alerts through these EndPoints, and it is your responsibility to determine that each of the service providers for the EndPoints described in (a) through (c) above supports the email, push notification, and text message Alerts provided through the Alerts service. Please be advised that text or data charges or rates may be imposed by your EndPoint service provider. Alert frequency varies by account and preferences. You agree to provide us a valid mobile phone number or email address so that we may send you Alerts. If your email address or your mobile device's number changes, you are responsible for informing us of that change. Your Alerts will be updated to reflect the changes that you communicate to us regarding your primary and secondary email addresses or mobile device number.

Alerts via Text Message

To stop Alerts via text message, **reply "STOP" to an incoming text message at any time**. 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 Windward Bank Online Banking and click the box next to your mobile number for the Alerts you'd like to receive again. For help with please contact customer service at (800) 865-7653 or visit www.windwardbank.com.

Limitations

Windward 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 Windward Savings Bank's control. We neither guarantee the delivery nor the accuracy of the contents of each Alert. You agree to not hold Windward 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.

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

STATEMENTS

Your statement will indicate the amount and calendar date of each transfer and corresponding account to or from which the funds were transferred. You will continue to receive your regular account statement either monthly or quarterly, depending on the type of account. Statements are delivered electronically.

ERRORS AND QUESTIONS

Pertaining to Consumer Accounts only:

In case of errors or questions regarding an Online Banking transaction, you may call the Bank at (800) 865-7653 or write a letter and send it to:

Windward Bank
Account Operations
PO Box 1187
Edgartown, MA 02539

We must hear from you at the specified telephone number or address no later than sixty (60) calendar days after we sent you the first statement on which the problem or error appeared. We will need:

- Your name and account number.
- A description of the error or the transfer in question, and an explanation concerning why you believe it is an error or need more information.
- The dollar amount of the suspected error.
- The date on which it occurred.

If you provide verbal notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) 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 for new) 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 for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions.



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

You agree that the Bank may respond to you by e-mail regarding any claim of unauthorized electronic fund transfer related to the Service. Any such electronic mail sent to you by the Bank shall be considered received within three (3) Business Days of the date sent by the Bank, regardless of whether you sign on to the Service within that time frame.

DOCUMENTATION AS EVIDENCE OF TRANSFER

Any documentation that is provided to you which indicates that an electronic fund transfer was made shall be admissible as evidence of such transfer and shall constitute prima facie proof that such transfer was made to another person.

YOUR ABILITY TO STOP PAYMENT

Unless otherwise provided in our Agreement, you may not stop payment of electronic fund transfers, therefore you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.

The initiation by you of certain electronic fund transfers from your account will, except as otherwise provided in our Agreement, effectively eliminate your ability to stop payment of the transfer.

LIMIT OF THE BANK'S RESPONSIBILITY

The Bank agrees to make reasonable efforts to ensure full performance of Online Banking. The Bank will be responsible for acting only on those instructions sent through Online Banking which are received and cannot assume responsibility for circumstances over which the Bank has no direct control. This includes but not limited to, the failure or malfunctions in communication facilities, which may affect the accuracy or timeliness of messages you send. The Bank is not responsible for any losses should you give incorrect instructions, or if your payment instructions are not given sufficiently in advance to allow for timely payment or delays in mail service.

Any information you receive from the Bank is believed to be reliable. However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. The Bank is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information, or for any investment or other decision made using this information.

The Bank is not responsible for any fees incurred for Internet access, or for any computer virus or related problems that may be attributable to Service provided by any Internet access service provider.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware and software necessary for performing Online Banking. The Bank will not be responsible for any errors or failures from the malfunction or failure of your hardware or software.

The limit of the Bank's liability shall be as expressly set forth herein. Under no circumstances will the Bank be liable in contract, tort, or otherwise for any special, incidental, or consequential damages, whether or not foreseeable. By consenting to use the Service, you agree to waive all rights to any of the aforesaid, and you acknowledge that the limit of your remedy is as otherwise expressly set forth herein.

THE BANK'S RESPONSIBILITY

The Bank will be responsible for your actual losses if they were directly caused by our failure to:

- Complete an Electronic Funds Transfer as properly requested.
- Cancel an Electronic Funds Transfer as properly requested.

However, we will not be responsible for your losses if:

- Through no fault of the Bank, you do not have enough money in your account to make the transfer.
- Through no fault of the Bank, the transaction would have caused you to exceed your available credit.
- Circumstances beyond our control (e.g., fire, flood, power outage, mail delivery delays, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions that we have taken.
- There is a hold on your account, or if access to your account is blocked in accordance with banking policy.
- Your funds are subject to legal process or other encumbrance restricting the transfer.
- Your transfer authorization terminates by operation of law.
- You believe someone has accessed your accounts without your permission and you fail to notify the Bank immediately.
- We have received incomplete or inaccurate information from you.
- We have a reasonable basis for believing that unauthorized use of your password or account has occurred or may be occurring, or if you default under this agreement, the Deposit Account agreement, a credit agreement, or any other agreement with us, or if we or you terminate this agreement.

There may be other exceptions stated in this agreement and in other agreements with you. In no event shall we be liable for damages more than your actual loss due to our failure to complete a transfer, and we will not be liable for any incidental or consequential damages.

If any of the circumstances listed above shall occur, we shall assist you with reasonable efforts in taking appropriate corrective action to reprocess the transactions that may not have been completed or to correct incorrect transactions that have been processed.

OTHER AGREEMENTS

In addition to this agreement, you and the Bank agree to be bound by and comply with the requirements of the agreements applicable to each of your Online Accounts. Your use of the Online Banking service is your acknowledgment that you have received these agreements and intend to be bound by them. You should review other disclosures received by you when you open your accounts at the Bank, including the charges that may be imposed for electronic funds transfers or the right to make transfers listed in the fee schedules accompanying those disclosures and the fee schedule at the end of this agreement. We will automatically deduct any fees related to this Service from your account each month. All terms and conditions of the disclosures provided to you at account opening apply to this Service.

MODIFICATIONS TO THIS AGREEMENT

The Bank may modify the terms and conditions applicable to the Service from time to time upon mailing or delivering a notice of the modifications to you at the address shown on our account records, and the revised terms and conditions shall be effective at the earliest date allowed by applicable law. We may send any notice to you via electronic mail, and you will have been deemed to have received it three (3) days after it is sent. We reserve the right to terminate this agreement and your use of the Service in whole or in part at any time without prior notice.

DISCLOSURE OF INFORMATION TO THIRD PARTIES/ PRIVACY POLICY

A copy of the Bank's Privacy Statement is available online by clicking on the Privacy Policy link on the Bank's website or upon request at any of our branches, or can be mailed to you upon request by calling the Bank at (800) 865-7653, or writing a letter and mail to:

Windward Bank
Account Operations
PO Box 1187
Edgartown, MA 02539

We will disclose information to third parties about your account or electronic fund transfers made to your account:

- Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); or



- To verify the existence and condition of your account for a third party such as a credit bureau or merchant;
or
- To an attorney or collection agency employed by us; or
- To comply with government agency or court orders; or
- When the person is authorized to have access to our records as part of their official duties; or
- With your written consent that expires forty-five days after receipt by us.

From time to time, you may request the Bank to provide information to a third party on your behalf. We will do so only with your written consent. This written consent will expire after 45 days. Please refer to Truth In Savings Disclosures for further information on accounts accessible through Electronic Fund Transfers.

INACTIVITY / TERMINATION

You are responsible for complying with all the terms of this agreement and with the terms of the agreement governing the deposit accounts which you access using the Service. We can terminate your Online Banking privileges under this agreement without notice to you for any reason; or if you do not pay any fee required by this agreement when due, if you do not comply with the agreement governing your deposit or loan accounts, or your accounts are not maintained in good standing.

If you are not paying a monthly service charge for the Service, we may convert your account to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 180-day period. If your account is considered inactive, you will be asked to re-enroll before you will be able to use the Service. To cancel the Online Banking, you must notify the Bank. Your notification should include your name, address, and the effective date to stop the service(s). Your final charge for the Service may be assessed at the end of your statement cycle. You may notify the Bank by one of the following methods:

- By calling (800) 865-7653
- By writing a letter to:
Windward Bank
PO Box 1187
Edgartown, MA 02539

GOVERNING LAW

This agreement is governed by the laws of the Commonwealth of Massachusetts and applicable federal law(s).

FEE SCHEDULE

The Bank offers the benefits and convenience of online account access to you at no monthly charge. Account research or stop payment will be assessed at the rates published in the Bank's Fee Schedule and deducted from your account you hold at the Bank. These fees are subject to change. The Bank will notify you in writing regarding any fee changes at least thirty (30) days in advance of the effective date of these changes.