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## People's United Electronic Banking Services Agreement (Effective September 2020)

### Introduction

By using People's United Electronic Banking Services for Consumers, (collectively, any software or online or mobile device access that permits you to view information about and/or the ability to conduct transactions within your accounts(s) at People's United, its subsidiaries and/or affiliates), you accept the terms and conditions of this People's United Electronic Banking Services Agreement (the "Agreement") as it applies to you. People's United business customers must use People's United Bank Business Online Banking (eTreasury+) to access business accounts and services online.

### Definitions.

Through this Agreement, the words “we”, “us”, “our” and “People’s United” mean People’s United Bank, N.A. and its successors and assigns.

The words “you” and “your” mean each People’s United consumer customer using the services available under the Agreement.

“Business Day” means every day except Saturday, Sunday and federal holidays.

“Consumer” means a natural person, and does not include a corporation, limited liability company or any other entity.

The “Electronic Banking Services” refers to the services available under this Agreement.

Your use of People's United Online Banking Services, Mobile Banking Services and Person-2-Person Payment Services are subject to the terms and conditions of this Agreement, as well as the terms and conditions of any agreement between you and People's United that is applicable to the products and/or services accessed through People's United Electronic Banking Services, which may include the People's United Bank [Consumer Deposit Account Agreement \(CDAA\)](#), [Funds Availability Policy](#) and [Electronic Fund Transfers Disclosure Statement and Agreement \(EFT Agreement\)](#), the Schedule of Deposit Account Charges, Deposit Accounts Schedule of Interest and various loan agreements. All such agreements shall be, as they may be amended from time to time, and are incorporated herein by reference. Unless otherwise provided herein capitalized terms shall have the meanings set forth in the [CDAA](#) and [EFT Agreement](#). In the event of inconsistency between this Agreement and the CDAA or EFT Agreement, the terms of this Agreement will apply unless otherwise provided in this Agreement.

[Section A, Online Banking](#) applies to our consumer customers and covers the consumer online banking services including transfers outside People's United Bank, N.A (“Online Banking”).

[Section B, Mobile Banking](#) applies to our consumer customers utilizing People’s United Mobile Banking Services (“Mobile Banking”).



[Section C, Person-2-Person Payment Services](#) applies to our consumer customers when making Person-2-Person payments (P2P Payment Services).

[Section D, Digital Wallet Services](#) applies to your use of the Digital Wallet Services.

[Section E, Personal Finance tools and services](#) includes information about our Personal Finance management tool that aggregates your financial data from multiple sources in a secure environment and lets you easily track all your investments and transactions, manage your cash flow, budget and prioritize your financial goals.

[Section F](#) of this Agreement includes important information about consumer customer dispute resolution and limitations on your and our liability and when you or we may terminate this Agreement.

[Section G](#) of this Agreement applies to customers of our brokerage and investments subsidiary People's Securities, Inc. ("PSI") and covers the online brokerage services available including securities trading and mobile services.

[Section H, General Provisions](#) of this Agreement applies to both consumer electronic banking services users and PSI users and includes information regarding authentication, system requirements and online security.



## Section A Online Banking for Consumer Customers

The terms and conditions set forth in Section A of this Agreement govern your use of People's Online Banking.

### 1. Access.

Access to People's United Online Banking is provided over the internet through our web site by personal computer and modem and/or other devices or equipment authorized or allowed by People's United. Access requires the use of a unique login name and/or account number(s) authorized by People's United together with a password or other security code or a combination of any of these (collectively, the "Login Codes") as required by People's United.

Your use of People's United Online with the Login Codes authorized by People's United will be deemed by us to be valid and authentic and you intend and agree that any communications to us under your Login Codes will be given the same legal effect as written and signed paper communications and/or authorizations. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering.

### 2. Single Login ID per User.

People's United Online Banking Login Codes are for the use of a single account holder. Joint account holders should obtain their own Login Codes and have their own Online Profile if they each want access to their joint account online. ***If you allow others to use your Login Codes you will be liable for all activities of those individuals whether or not they act in a manner authorized by you and you agree to notify us in writing if you have withdrawn your authorization.***

### 3. Using Online Banking for the First Time; Accounts Linked to Online Banking.

Once you have successfully enrolled into Online Banking, you will be prompted to go through step up authentication. This process is designed to provide enhanced security and help protect against fraudulent online activity by establishing user identity when accessing Online Banking. The first time you log into Online Banking you will be required to authenticate your identity. The step up authentication solution is designed to reduce the risk of fraud by confirming user identity when accessing Online Banking by device profiling and out-of-band authentication. Specifically, this solution includes the following components:

**Complex Device Profiling** - During the online banking login, extensive details about your device (e.g. computer, tablet, etc.) and network are gathered and evaluated for comparison with your typical behavior looking for any indication that fraud may be involved in the login. The result of this evaluation is used to determine if additional security steps are needed in the login process.



**Step-up Authentication** - Based on the results of the Device Profiling and the login authentication, Online Banking may require an additional Out-Of-Band authentication step. Out-Of-Band Authentication allows you to confirm your identity through the use of a one-time security code you would receive through either an automated telephone message or a text message. You must provide to us a current mobile telephone number to allow us to send you either an automated telephone call or text message to your mobile telephone.

Upon subsequent logins to Online Banking, you may be required to authenticate your identity based on the results of the Device Profiling process. **It is your responsibility to ensure that the mobile telephone number in our records remains current to enable us to contact you by text or telephone call to your mobile telephone. We will transmit a text message or automated telephone call to the most current mobile telephone number in our records.**

When you first set up your People's United Online Banking account profile ("Online Profile") and Login Codes, we will link all of your eligible People's United bank accounts. Eligible accounts are all consumer deposit and loan accounts on which you are the primary owner or borrower and which are enabled for electronic access at the discretion of People's United. This will include any account(s) which you own jointly with another owner. If you open an additional eligible account at a later date, we may link your new account to People's United Online Banking, unless you instruct us not to do so. If you want to limit the accounts linked or the activity level assigned to an account, please contact People's United Online Banking customer service via Secure Message or telephone, and a representative will discuss the available options with you. For our deposit account customers, who also have a People's United Home Equity Line of Credit (HELOC), you may be able to draw on your HELOC online if you deposit the amount of the draw in your People's United deposit account. This is subject to People's United's approval which may be withdrawn at any time and also subject to terms and conditions established by People's United which are subject to change from time to time.

#### 4. Electronic Statements.

We are required to provide certain account information, such as consumer deposit and loan account statements and disclosure information, as well as year-end tax forms (collectively "your account information"), to you "in writing", meaning you are entitled to receive this information in paper form. With your consent, we may provide you with your account information electronically. You may elect to receive your account information, including your consumer deposit and loan statements and disclosures, as well as year-end tax forms, electronically by selecting this delivery option in People's United Online Consumer Banking. In order to continue to receive your account information electronically, you must maintain an active online banking profile. Your Online Consumer Banking profile is considered active if you have logged into People's United Online Consumer Banking or People's United Consumer Mobile Banking within the last ninety (90) days.

If you do not maintain an active Consumer Online Banking profile, we reserve the right to change your consumer deposit and loan statement(s), disclosure(s) and year-end tax form(s) delivery method to paper. If you change your preferred delivery method from electronic to paper



or you fail to maintain an active Consumer Online Banking Profile, we will mail a paper statement(s) and/or disclosures, as well as year-end tax statement(s) to your most current mailing address according to our records. In addition, please note that depending on the type of consumer deposit account, you may incur a higher monthly fee for paper statements. Maintaining an active People's United Business Online Banking profile and linking and viewing your consumer accounts in business online banking is not a valid method of delivery for your consumer deposit and loan account statements and year-end tax statements.

## 5. Secure Messages and E-Mail Communications.

In order to increase security, People's United Online Banking provides you with "Secure E-Mail Messaging." Secure E-Mail Messaging provides you with E-mail forms which you may use to submit inquiries about your account, request information on other banking services and otherwise communicate with us. These E-mail forms are accessible after you sign on with your Login Codes to a secure session of People's United Online Banking.

**To ensure the security of your account information, you are strongly advised and directed not to send personal, business, financial or account information via internet e-mail, (in other words, email outside of Secure E-Mail Messaging), and we may refuse, in our sole discretion, to accept transactions or instructions sent by internet e-mail.** If you choose to send internet e-mail messages to People's United that contain personal, business, financial, account or other confidential information, you do so entirely at your own risk, and we will not be responsible for any loss or damages you may incur if you communicate such information by internet e-mail. We will not send such information to you via internet e-mail, even if you so request.

## 6. Alerts.

You may sign up for or activate Account Alerts. The types of Alerts you may receive are as follows:

a. **System Alerts** are automatically sent to you after certain changes are made online to your Online Profile, such as a change in your e-mail or Login Codes. You do not need to activate these Alerts.

b. **Self-Service Account Alerts** must be activated by you. Self-Service Account Alerts allow you to choose Alert messages for your accounts based on activity on your accounts, such as a check clearing or your balance decreasing below a specified level. These Alerts are sent out the following Business Day.

Each Alert has different options available, and you will be asked to select from among these options upon activation of your Alerts service.

Both System Alerts and Self-Service Account Alerts are subject to the following:





Electronic Alerts will be sent to the e-mail address or mobile phone number, via text message, provided to us for your account. You agree to provide a valid mobile phone number or e-mail address for this service so that we may send you certain information about your applicable account. If your e-mail address or mobile phone number changes, you are responsible for updating it within People's United Online Banking.

You agree that your ability to receive Alerts is conditioned on your providing us with a valid mobile phone number or e-mail address and by signing up for or activating Alerts indicates your agreement to our sending you text messages or e-mails, depending on your preferences, through your communications service provider.

You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your provision of a phone number that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Agreement.

You understand and agree that your Alerts may be delayed or prevented by a variety of factors. We try to provide Alerts in a timely manner with accurate information. However, we neither guarantee the timely delivery nor the accuracy of the contents of any Alert. You agree to not hold liable People's United, its directors, officers, employees and agents for losses or damages, including attorneys' fees, that may arise, directly or indirectly, in whole or in part, for any delays, failure to deliver, or misdirected delivery of any Alert; for any inaccurate or incomplete content in an Alert; or for any actions taken or not taken by you or any third party in reliance on an Alert.

We provide Alerts as a convenience to you for informational purposes only. Alerts do not constitute a People's United record for the account to which it pertains. Alerts do not replace your monthly account statement(s), which are the official record of your accounts.

Because Alerts are not encrypted, we generally do not include your Login Codes or full account number. However, Alerts may include your name and some information about your accounts. Depending upon which Alerts you select, information such as your account balance or the due date for a payment may be included. You agree to protect your communications device that receives Alerts and not to let any unauthorized person have access to the information we provide to you through Alerts. You have the sole responsibility for maintaining the safety, security and integrity of the communications device you will use to receive Alerts. You shall bear the entire risk of any use thereof, whether or not you have authorized such use and whether or not you are negligent. You acknowledge that you understand that anyone with access to your e-mail or mobile phone may be able to view the contents of these Alerts, and you accept the consequences if any. We will not be liable for losses or damages caused in whole or in part by your actions or omissions that result in any disclosure of account information to third parties.



There is no separate service fee for Alerts but you are responsible for any and all charges, including, but not limited to, fees otherwise applicable to your account(s) and fees associated with text messaging imposed by your communications service provider. Message and data rates may apply. Such charges may include those from your communications service provider. Message frequency depends on user preferences.

You will never receive an e-mail or text message that asks you to send us any sensitive personal or financial information. If you ever receive such a request for sensitive personal or financial information, such as your social security number, account number, password, PIN number, or any other personal data, do not respond to the message and call us to report the incident.

As stated elsewhere in this Agreement, the terms and conditions in this Agreement are in addition to, and do not supersede or replace, any other agreements applicable to any of your accounts with us.

## **7. Online Bill Payment.**

You may make payments through the People's United Online Banking bill payment service to payees that you select. Payees must have an address within the United States. You cannot use the People's United Online Banking bill payment service to make payments outside the United States. Payments may be scheduled from your consumer checking account linked to your People's United Online Banking. Bill payments may be entered as one-time only transactions, recurring transactions or payments that are automatically scheduled upon receipt of an electronic bill.

If an Online Banking Profile is closed for any reason, such as the death of a joint account owner and/or removal of a joint owner's name from a joint account linked to the closed Online Banking Profile, People's United may cancel any recurring bill payment arrangements established by the person whose Online Banking Profile was closed.

Payments entered into Peoples United Online Banking bill payment before 9:00 p.m. Eastern Time on a Business Day will begin processing on the same Business Day. Payments that are entered after 9:00 p.m. Eastern Time on a Business Day will begin process the next Business Day. Scheduled recurring payments that fall on a non-Business Day will be processed the Business Day prior to the scheduled date.

If you have a People's United deposit account and a People's United loan account, your loan payment may also be scheduled through Online Banking by making an internal transfer from the Transfer tab. Internal Transfers made to your People's United loan account before 11:00 p.m. Eastern Time on a Business Day will begin processing the same Business Day. If the internal transfer is made on a weekend, bank holiday or after the close of a Business Day then it will be posted on the next Business Day.

When entering your payment instructions into online bill payment, you will be asked to enter a pay date. To avoid late fees and other finance charges, the payment date should be equal to or

earlier than the actual due date, not the late date and/or within any grace period. The earliest possible pay date for each bill payment will be pre-filled when you are scheduling a payment.

You authorize the People's United Online Banking bill payment service to make payments in a manner we select. Most payments are made by electronic transmission, but some payments will be made by check. Electronic payments generally will be delivered in two Business Days from the Business Day that the payment is set up. Based on our estimate of average US Postal Service mailing times, payments sent by check will be delivered in three Business Days. For payments made by check you must provide a valid mailing address for the payee.

You have the right to stop or change a bill payment. If a bill payment is sent by check and the check has not been cashed, you may contact the People's United Call Center at 1-800-525-9248 to have the stop placed. For electronic payments, if the bill payment status is pending, you will be able to edit/cancel the payment. If the status of the bill payment is processed, a stop payment cannot be placed. If a check remains outstanding for more than 90 days, the check will be voided, and the funds returned to your checking account.

## **8. E-Bill Presentment.**

E-Bill presentment is a feature of the People's United Online Banking bill payment service that enables you to receive bills electronically from participating payees ("Payees").

### **a. Approval of e-Bills.**

You must request participating Payees to send you electronic bills or e-Bills. Payees establish their own criteria for reviewing requests to receive e-Bills and have sole discretion to accept or decline your request. We do not participate in this decision. Participating Payees generally take as much as five (5) Business Days to approve an e-Bill set-up request.

### **b. Accessing e-Bills from a Third Party.**

In some cases we obtain the e-Bill from the web site of the Payee. To do so, we will ask you for information needed for this purpose, such as any required password. When you provide this information, you authorize us to access the third-party website to retrieve the account information on your behalf, and you appoint us your agent for this purpose.

### **c. Timely Delivery of e-Bills.**

We take no responsibility if a Payee does not provide the necessary data to forward an e-Bill in a timely manner. If you do not receive an e-Bill, it is your responsibility to contact the Payee directly. We are not responsible for any late charges or other adverse consequences. Any questions regarding your e-Bill details should be directed to your Payee.

### **d. Stop e-Bills.**

All parties have the right to cancel the e-Bill service at any time. We will notify you if People's United or a Payee discontinues/stops e-Bills. If you request that an e-Bill be

discontinued, we require seven (7) Business Days for the Payee to receive and process the request. We are not responsible and you agree that we shall not have any liability related to the Payee's delay in processing your request to stop e-Bills.

#### **e. Privacy.**

When you establish e-Bills with a participating Payee you will provide certain information to us that we will forward to the Payee to complete your enrollment. If you have concerns about the future use of this information, you should contact your Payee to provide your Payee with the information directly.

### **9. Expedited Bill Payment.**

You may schedule bill payments for next Business Day payment by selecting Expedited Payment on the Make Payments screen in the Peoples Online Banking bill payment service.

Next day bill payments must be scheduled before 7:45 p.m. Eastern Time on a Business Day. Payments initiated after this time on a Business Day or initiated on a non-Business Day will be processed the next Business Day for delivery to the payee the following Business Day.

There is a fee for next Business Day bill payment; please see the Schedule of Deposit Account Charges for more information. Expedited bill payments are done via electronic transfer. Expedited bill payment service is not available if you are making a payment to a payee for whom electronic delivery is not available.

If you initiate an expedited bill payment you must have sufficient funds in your account at the time you initiate the payment. Your requested bill payment will be processed immediately, and your deposit account balance will be reduced and reflect the debit for your requested bill payment. The fee associated with the expedited bill payment will be debited from your deposit account as well. You will be notified by e-mail alert whether your payment was made successfully. If your account is not in good standing or there are insufficient funds in your account to process both the requested next day bill payment and the associated fee, the payment will not be processed. You will be notified by e-mail alert that the payment was not made successfully.

### **10. Personal Financial Management Programs.**

If People's United Online Banking service permits access by personal financial management programs ("Programs") (such as Quicken™) the Bank may charge a monthly service charge for accounts that use these Programs. The Bank's charges will be included in the Schedule of Deposit Account Charges and are subject to change from time to time. If you choose to gain access for any Program, when such functionality is available, you will be responsible for



obtaining and maintaining the Program of your choice and for the payment of any fees charged by the Program provider in addition to any fees charged by People's United.

## **11.External Transfer Service to Accounts You Own At Other Financial Institutions.**

Within People's United Online Banking you may sign up for the option of transferring funds between your People's United personal checking account and certain personal deposit or investment accounts at other financial institutions. You may only set up your People's United personal checking account for external funds transfers. Any other linked accounts in your Online Banking service, such as loan accounts, savings accounts, retirement accounts, or business (non-personal) accounts, are not eligible for external funds transfers.

### **a. Account(s) Set-up and Scheduling an External Transfer.**

You will need to set up and verify each of your non-People's United accounts that you wish to use for these transfers. You agree that you will only attempt to set up and verify personal accounts which you own individually or jointly and for which you have the authority to transfer funds. You should not set up any accounts for external funds transfers which you do not own or for which you do not have authority to transfer funds. If you attempt to set up an ineligible People's United account for External Transfers, you will not be permitted to do so.

An inbound transfer moves funds into an account at People's United from an account outside People's United. An outbound transfer moves funds from an account at People's United to an account outside People's United. International transfers are not supported.

Transfers can be scheduled on either a one-time or recurring basis. The recurring transfer feature may be used when a set amount is transferred at regular intervals. For example, you may schedule a \$100 transfer from an account you own at another financial institution to your People's United checking account every two weeks.

The cut-off time for external transfers is 7:00 p.m. Eastern Time. Any external transfer initiated after this time will be considered as being initiated on the next Business Day. External Transfers will appear as "In Process" until fully processed after the end of the third Business Day after the transfer is requested. Outbound Transfers may be subject to longer availability by the receiving financial institution.

Processing of one-time external transfers may be initiated immediately or scheduled for initiation at a future date. Future-dated or recurring external transfers scheduled for a weekend or non-business day will be processed on the next Business Day.

Future-dated and recurring external transfers can be edited or canceled prior to 7:00 p.m. Eastern Time on the Business Day before the Business Day the transfer is scheduled to be made. However, if the transfer is "In Process" or "Processed", you can no longer cancel it.

## **b. Transaction Limits, Fees, Cutoff Time and When Your Funds Will Be Available.**

Funds from both inbound and outbound transfers will be held for three (3) full Business Days after the date of the transfer request. Funds will be available on the fourth (4<sup>th</sup>) Business Day after the date of the transfer request. Please note that for outbound transfers, the receiving bank may have different or longer availability.

People's United will apply limits to the amount of any transfer as well as the total amount that may be transferred in any one day and during any month. These limits will apply to outbound and inbound external transfers for all accounts. Any external transfer initiated on a day that is not a Business Day counts toward the applicable limit for the next Business Day. We may change your dollar limits at any time. Any decrease will be subject to notice as required by law, but you agree that we may reduce your limits stated above without prior notice upon occurrence of a Disqualifying Event described below.

External transfers are available to consumer customers, but you agree we may cancel, without prior notice, upon occurrence of a Disqualifying Event.

Each of the following is a Disqualifying Event:

- Any of your deposit accounts with People's United are not in good standing.
- You have an overdraft, an over-limit item, or an item returned for insufficient funds with respect to any People's United deposit account during the current or 3 prior statement cycles.

## **c. External Transfer Processing.**

People's United will process external transfers on your behalf by means of the Automated Clearing House network pursuant to this Agreement and the rules of the National Automated Clearing House Association (NACHA). We can reject an external transfer if it is not in compliance with the NACHA rules. Under NACHA rules, any credit to your People's United account or your account at a third-party financial institution shall be provisional until such credit has been finally settled by us or by the third-party financial institution holding your account. You acknowledge that you have received notice of this requirement and of the fact that if we do not receive final settlement for an external transfer for any reason, we shall charge back the amount of such transfer from the account being debited or the account being credited, as applicable, or any other of your accounts or claim a refund from you.

You agree that you are authorized to initiate every inbound or outbound transfer you request in the amount requested. You also agree that your authority is operative at all relevant times including, without limitation, at the time you set up the transfer and at the time that we initiate the debit or credit to your People's United account.



You agree that you will have sufficient funds available in the designated deposit account to cover your payment obligations under this Agreement. In the event that there are not sufficient funds available in your deposit account to cover your payment obligation, you agree that we may offset, without prior notice or demand, any account held by you to the extent permitted by law. If the deposit account does not have sufficient available funds on the scheduled date, we may elect not to initiate one or more of the transfers. If we do elect to initiate the transfer, it may cause an overdraft in your account in which case you shall be liable for the overdraft and any overdraft fees, as set forth in the CDAA and the People's United Schedule of Deposit Account Charges.

You are solely responsible for the accuracy and completeness of external transfer instructions provided to us. People's United is not responsible for any errors in the external transfer instructions or requests for cancellation or change to instructions provided by you to People's United.

You agree that if an external transfer request describes the receiver inconsistently by name and account number, payment of the external transfer may be made on the basis of the account number even if it identifies a person different from the named receiver.

#### **d. Account Reconciliation.**

Inbound and outbound external transfers will be reflected on your People's United periodic statement issued to you by us. You agree to notify us promptly of any discrepancy between your records and the information reflected in your periodic statements. If you fail to notify us of any such discrepancy within the time period set forth in the CDAA, you will be precluded from asserting the discrepancy against People's United.



## Section B People's United Mobile Banking Services

People's United Mobile Banking Services ("Mobile Banking") allow you to access certain account information and perform certain transactions including depositing checks using a cell phone or other handheld device (a "Mobile Device") all of which are described at our website at [www.peoples.com/mobile](http://www.peoples.com/mobile). Not all products and services available through People's United Online Banking are available using your Mobile Device. And, depending on the Mobile Device and service you select, not all banking services are available. Additional customer eligibility requirements apply to services provided through Mobile Banking.

### 1. Registration/Activation.

In order to access Mobile Banking, you must have a Mobile Device that can send and receive information using the technology that supports this service. If you wish to deposit checks or items using Mobile Banking your Mobile Device also must have a camera. You may enroll in Mobile Banking by accessing People's United Online Banking using your Log in Codes.

#### Using Mobile Banking for the First Time

When you enroll in Mobile Banking you will be prompted to go through step up authentication. This process is designed to provide enhanced security and help protect against fraudulent activity by establishing user identity when accessing Mobile Banking. The step-up authentication solution is designed to reduce the risk of fraud by confirming user identity when accessing Mobile Banking by device profiling and out-of-band authentication. Specifically, this solution includes the following components:

**Complex Device Profiling** - During the online banking login, extensive details about your device (e.g. computer, tablet, etc.) and network are gathered and evaluated for comparison with your typical behavior looking for any indication that fraud may be involved in the login. The result of this evaluation is used to determine if additional security steps are needed in the login process.

**Step-up Authentication** - Based on the results of the Device Profiling and the login authentication, Mobile Banking may require an additional Out-Of-Band authentication step. Out-Of-Band Authentication allows you to confirm your identity through the use of a one-time security code you would receive through a text message. You must provide to us a current mobile telephone number to allow us to send you a text message.

Upon subsequent logins to Mobile Banking, you may be required to authenticate your identity based on the results of the Device Profiling process. **It is your responsibility to ensure that the mobile telephone number in our records remains current to enable us to contact you by text. We will use the most current mobile phone number in our records to send authorization information.**





Mobile Banking may not be available through all mobile service providers and carriers, and some mobile phones and other wireless devices may not be supported. The list of Mobile Devices that currently support Mobile Banking is set forth [here](#); however, this list is subject to change from time to time to reflect changes in the Mobile Devices and telecommunications carriers that support Mobile Banking. You are responsible for periodically referring to the supported device requirements to determine currently supported mobile service providers, carriers, and Mobile Devices. The technical standards required to access and use Mobile Banking (the "Mobile Technical Standards") may vary among the types of Mobile Devices and telecommunications carriers that support Mobile Banking and may be updated from time to time by the carriers. You are responsible for satisfying any Mobile Technical Standards. Those Mobile Technical Standards that carriers have provided to People's United are found [here](#). You understand and agree that Licensor or the telecommunication carriers may modify the supported Mobile Devices and/or the Mobile Technical Standards at any time, without prior notice, and that Licensor, the telecommunication carriers and People's United shall not be liable to you for your failure to access or use Mobile Banking due to any such modifications.

Depending on the Mobile Device and telecommunications carrier you use, you may be required to download and install an application or other software to your Mobile Device (a "Mobile Application") in order to access and use Mobile Banking. It is solely your responsibility to download and properly install any Mobile Application that is required in order to access Mobile Banking through your Mobile Device and telecommunications carrier. By downloading the Mobile Application, you agree to the additional terms and conditions contained in the End User License Agreement Terms set forth in Paragraph 14 of Section B of this Agreement, and any other terms and conditions required by the licensor of the Mobile Application. You understand that the Mobile Application is being provided by a third party, and People's United has no responsibility whatsoever to you in connection with the Mobile Application. You are solely responsible for complying with all terms of use applicable to the Mobile Application, and properly downloading, installing, updating, and using the Mobile Application. People's United has no obligation whatsoever to notify you of any changes to or new releases for any Mobile Application and People's United shall have no liability for any claims or damages arising from or relating to the Mobile Application, or your failure to comply with any terms of use for the Mobile Application or your failure to download and properly install any update. You agree that any Mobile Application is licensed, not sold, solely for your use in accessing Mobile Banking.

Further, any Mobile Application is licensed to you "AS IS" without any warranty. PEOPLE'S UNITED DISCLAIMS ALL WARRANTIES WITH RESPECT TO ANY MOBILE APPLICATION, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TIMELINESS, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. You release People's United, its service providers, affiliates and all other parties from all claims and damages that may arise from or relate to your use of any Mobile Application. You agree not to reverse engineer, decompile, disassemble or attempt to learn the source code of any Mobile Application, and you may not redistribute any Mobile Application.



## 2. Third Party Wireless Carrier Fees.

You are solely responsible for fees, including web access, cellular and/or data or text message charges that may be billed by your mobile carrier based on your individual plan. Your wireless carrier's standard messaging rates apply to SMS correspondence. People's United does not charge for any content; however, downloadable content may incur additional charges from your wireless carrier. Please contact your wireless carrier for information about your messaging plan. Your wireless carrier may impose message or charge limitations on your account that are outside of our control. All charges are billed and payable to your wireless carrier.

## 3. People's United Consumer Mobile SMS Banking Services Wireless Carrier Restrictions.

Please note the following wireless carrier restrictions

- **Wireless Carriers are not liable for delayed or undelivered messages**
- **One Text per query**
- **Message and Data Rates may apply**

The following is a list of wireless carriers through which you can access People's United Consumer SMS Banking Services.

AT&T®	Sprint®	T-Mobile®
Verizon Wireless	Cricket	Google Voice
U.S. Cellular®	MetroPCS®	Cellcom US
nTelos®	Carolina West US	CellSouth
Pioneer Cellular US	United Wireless	Appalachian Wireless
Element Mobile	MTA Communications	DTC Wireless US
Pine Cellular	Sagebrush Cellular USA	Chariton Valley Cellular
Bandwidth USA	Epic Touch USA	CTC Telecom Mosaic USA®
Peoples Wireless USA	Duet IP Wireless Communication Venture USA	RINA USA
Siwireless USA	SRT Wireless USA	MobiPCS® USA
Layered Communications	Cellular One® NE AZ USA	Alaska DigiTel

Bluegrass	Cell 1 East Cent IL®	Illinois Valley
Immix	Inland	Nex Tech® Wireless
ACS Alaska®	Golden State US	Thumb Cellular US
Viaero® Wireless US	Plateau US	West Central WCC
iWireless	MTPCS®	NW Missouri USA
Chat Mobility USA®		

#### 4. Your Use of People’s United Consumer SMS Banking Services.

- a. You represent that you are the owner, or authorized user of the wireless device you use to receive the service and that you are authorized to approve the applicable charges.
- b. In order to utilize SMS Banking services, you must have at least one People’s United account for which SMS Banking services apply and access to a Mobile Device. To apply for SMS Banking Services, you must be the sole or joint owner of the People’s United Account(s) for which SMS Banking services apply and you must have full signing authority on the account(s). If there is any change of ownership of any such account(s), notification must be immediately provided to People’s United.
- c. Opt in to SMS Banking requires enrollment completed through your online banking profile. To opt out text STOP to 84421 at any time.
- d. We will send you a message only once, and only with your explicit agreement as indicated by your continuation of the process flow.
- e. It is your sole responsibility to ensure your device(s) are compatible with and capable of operating in a manner that allows you to utilize SMS Banking services securely, including, but not limited to, installing current software manufacturer provided patches and current anti-virus/anti-spyware software.
- f. We may send any SMS Banking services message through your communication service provider in order to deliver them to you. You agree that your communication services provider is acting as your agent in this capacity. We will determine in our sole discretion what information we make available through this service.
- g. We will not be liable for any delays or failures in your receipt of any SMS messages as delivery is subject to effective transmission from your network operator and processing by your Mobile Device. SMS message services are provided on an AS IS, AS AVAILABLE basis.

- h. Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name, and the date, time, and content of your messages and other information that you may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop, and improve the service. Your wireless carrier and other service providers may also collect data from your SMS usage, and their practices are governed by their own policies. We will only use the information you provide to the service to transmit your text message or as otherwise described in this document. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with the service, you agree to provide accurate, complete, and true information.
- i. The service as well as the content and materials received through the service are proprietary to us and our licensors, and are for your personal, non-commercial use only. You shall not damage, impair, interfere with, or disrupt the service or its functionality.
- j. We reserve the right to alter charges and/or these terms and conditions from time to time. We may suspend or terminate the service to you if we believe you are in breach of our terms and conditions. Your service is also subject to termination in the event your wireless service terminates or lapses. We may discontinue the service at any time.
- k. If you have any questions, call us at **800-525-9248**. You can also text the word HELP to 84421 to get additional information about the service. If you receive a message from us unexpectedly, you can text the word STOP to 84421. We do not charge for help or info messages; however, **Message and Data Rates May Apply**.
- l. Nothing about SMS Banking services creates any new or different liability for us beyond what is already applicable under your existing account agreements. You should notify us immediately if you believe the Mobile Device has been lost or stolen or if you believe there have been any unauthorized transactions on any of your accounts.

## 5. Debit Card Controls

You may set controls on your debit card(s) using Mobile Banking. Debit card controls allow you to establish categories of merchants and geographic locations where your debit card(s) may or may not be used, transactions types permissible with your card, such as in-store or online, and transaction limits. You can enroll your debit cards for card controls by selecting “Card Controls” in the “More” menu in Mobile Banking. Your card control selection will be effective immediately and can be removed by you at any time. If your debit card is ever lost or stolen, you can turn off your debit card using card controls. The “Card Control” functionality will also allow you to elect to receive alerts regarding your debit card usage. Even if you elect not to receive alerts, you still will receive certain alerts including when a card transaction using your debit card has been declined or when we have made changes to our systems. You agree that the debit card control services are provided by People’s United and its service providers. If our

service providers experience an event that results in them not being able to provide the debit card control services, any card controls set up by you will not be in effect. During any service provider outage, all authorized transactions will be completed whether or not the transactions would have been subject to your established card controls. Unauthorized transactions will be handled in accordance with Section F of this Agreement.

## 6. Check Deposits using Mobile Banking.

You may deposit certain checks using Mobile Banking to your checking, savings or money market accounts from home or other remote location using a Mobile Device capable of capturing electronic images of the front and back of certain eligible checks and transmitting to People's United or its designated processor the images and other deposit information including but not limited to the magnetic ink character recognition ("MICR") line.

### a. Account Owner Eligibility and Check Deposit Limits

In order to enroll in the check deposit services, you must be an authorized signer or an owner either individually or jointly of a People's United deposit account that is eligible for this service and be approved by People's United. In addition, your account must be in good standing.

People's United will apply limits on the dollar amount of and number of checks you may deposit in a day and over a multi-day period meaning ten (10) Business Days. The limits that we will apply will depend on how long you have been a customer of People's United and the balances you maintain in all of your accounts held at People's United including checking, savings, money market, certificate of deposit, IRA and brokerage accounts regardless of eligibility for mobile check deposit.

### b. Eligible Checks

You agree to scan and transmit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC") and only those checks that are permissible under this Agreement or such other items as we, in our sole discretion, elect to include in this service.

You agree that the image of the check transmitted to us shall be an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Connecticut. You agree that you will not use Mobile Banking to deposit any checks or items as shown below:

- Checks or items payable to any person or entity other than you, or to you and another party.
- Checks or items containing alterations to any of the fields on the front of the check or item (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- Checks or items previously converted to a substitute check, as defined under Reg CC.

- Checks or items drawn on a financial institution located outside the United States.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months prior to the date of deposit.
- Checks or items on which a stop payment has been issued or for which there are insufficient funds.
- Checks or items that are not otherwise acceptable under the terms of the CDAA.
- Checks drawn on a home equity line of credit.

Nothing in this Agreement shall be construed as requiring People's United to accept any check or item for deposit, even if People's United has accepted that type of check or item previously. People's United shall not be required to identify or reject any checks or items that you may scan or deposits that fail to meet the requirements of this Agreement.

#### c. Image Quality

The image of a check or item transmitted to People's United using Mobile Banking must be legible. The image quality of the checks and items must comply with the standards established from time to time by the American National Standards Institute, or any higher standard set by us, and with any requirements set by any clearing house we may use or agreement we have with respect to the processing checks or items. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or delayed or improper crediting of such a check or item or from any inaccurate information you supply regarding the check or item.

#### d. Endorsements and Procedures

Before transmission you agree to endorse any check or item transmitted through Mobile Banking exactly as the check or item is made payable. When you endorse a check or item for mobile deposit, you agree to sign the back of the check in the endorsement area and indicate for People's United Mobile Deposit Only along with your signature. You agree to follow any and all other procedures and instructions for use of Mobile Banking as we may establish from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through Mobile Banking.

#### e. Receipt of Checks and Items, Crediting

We reserve the right to reject any check or item transmitted through Mobile Banking, at our discretion, without liability to you. We are not responsible for checks or items we do not receive in accordance with this Agreement or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received when you receive confirmation from People's United that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, able to be processed or complete or that funds will be credited for that check or item.





As provided in the CDAA, deposits received and accepted before 7:00 p.m. Eastern Time on a Business Day will be available the next Business Day. Deposits received and accepted after 7:00 p.m. Eastern Time on a Business Day or deposited on a non-Business Day will be available on the second Business Day after the day of deposit. People's United may establish later times than 7:00 p.m. Eastern Time for checks or items deposited via Mobile Banking. In the event that People's United establishes earlier or later times for checks and items deposited via Mobile Banking, we reserve the right to change the times at any time as permitted by law. Regardless of whether People's United establishes earlier or later times for checks and items deposited via Mobile Banking, you understand and agree that checks and items must be received and accepted by People's United before the applicable time and must not be incomplete, illegible or erroneous to be eligible for next Business Day availability.

f. Disposal of Transmitted Checks and Items

Upon your receipt of confirmation from People's United that we have received the image of an item, you must retain the original check or item in a secure location for fifteen (15) days from the date of transmission. You will promptly mark each imaged item as "Electronically Presented" or "Void." Upon request, you will promptly provide any check or item, or a sufficient copy of the front and back of the item to People's United as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check or item or for People's United audit purposes. **You agree never to represent to us or any other party a check or item that has been deposited through Mobile Banking unless we notify you that the check or item will not be accepted for deposit through Mobile Banking.**

g. Promises You Make to Us; Indemnity.

You will only transmit eligible checks and items;

Images will meet People's United image quality standards in effect from time to time;

You will not store or make a back-up copy of any electronic item;

You will not transmit an image or images of the same check or item to us more than once and will not deposit or negotiate, or seek to deposit or negotiate, such check or item with any other party;

You will not deposit or represent the original check or item to People's United or any other party;

All information you provide to People's United is accurate and true, including that all images transmitted to People's United accurately reflect the front and back of the check or item at the time it was scanned.

## 7. Mobile Banking Service Limitations.

It is important that you understand the limitations of Mobile Banking, including but not limited to the following:



The balance of your accounts may change at any time as we process items and fees against your accounts, and the information provided to you through Mobile Banking may become quickly outdated.

Because Mobile Banking is accessible only through your Mobile Device, your access to Mobile Banking may be limited by the service provided by your telecommunications carrier.

There may be technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalized settings or other Mobile Banking interruptions. Neither People's United nor its service providers assume any responsibility for the timeliness, deletion, or misdelivery of any user data, failure to store user data, communications or personalized settings in connection with your use of Mobile Banking; nor for the delivery or the accuracy of any information requested or provided through Mobile Banking.

Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any Mobile Device or mobile network which you utilize to access the Mobile Banking, nor guaranty that you will have continuous or uninterrupted access to Mobile Banking. We are not responsible for any delay, failure or error in the transmission or content of information provided through Mobile Banking. Neither we nor any of our service providers and affiliates will be liable for damages arising from the non-delivery, delayed delivery, or improper delivery of any information through Mobile Banking, from any inaccurate information provided through Mobile Banking, from your use of or reliance on any information provided through Mobile Banking, or from your inability to access Mobile Banking.

We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Mobile Device. We reserve the right to refuse to make any transaction you request through Mobile Banking for any reason. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile networks, such as while roaming.

You agree to exercise caution when utilizing Mobile Banking and/or the Mobile Application on your Mobile Device and to use good judgment and discretion when obtaining or transmitting information.

Financial information obtained through Mobile Banking (including, without limitation, any text message alerts) reflects the most recent account information available through Mobile Banking and may not be accurate or current. You agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon. Certain features and functions available through Online Banking may not be available using Mobile Banking.

You understand that the Mobile Banking services are provided by People's United through the Licensor, and People's United shall not be liable to you for any modification, interruption or termination of all or any portion of the Mobile Banking services due to the acts or omissions of Licensor or its agents.



## 8. Security.

In addition to the safeguarding and security provisions set forth in the Agreement, the following provisions shall apply to your use of Mobile Banking:

Once you have registered for Mobile Banking your Mobile Device may be used to obtain information about your People's United accounts available through Mobile Banking (your "Mobile Accounts"), and perform transactions on and make transfers between Mobile Accounts. You are responsible for maintaining the security of your Mobile Device and you are responsible for all transfers made using your Mobile Device. Mobile Banking will display sensitive information about your Mobile Accounts, including balances and transfer amounts. Anyone with access to your Mobile Device may be able to view this information.

In order to prevent misuse of your accounts through Mobile Banking, you agree to protect all Login Codes associated with your accounts and Mobile Banking, and to monitor your accounts on a daily basis.

In addition to protecting your Login Codes and other account information, you should also take precautions to protect your personal identification information, such as your driver's license, Social Security Number, etc. This information by itself or together with other account information may allow unauthorized access to your accounts. You are also responsible for protecting and securing all information and data stored in your Mobile Device.

## 9. Additional Usage Obligations.

When you use the Mobile Banking services to access your Mobile Accounts, you agree to the following terms (which terms shall survive the termination of this Agreement):

- a. **Account Ownership/Accurate Information.** You represent that you are the legal owner of the accounts and other financial information which may be accessed through Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete and that you have the right to provide such information to us for the purpose of operating Mobile Banking. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.
- b. **Proprietary Rights.** You are permitted to use content delivered to you through Mobile Banking only in connection with your proper use of Mobile Banking. You may not copy, reproduce, distribute, or create derivative works from this content.
- c. **User Conduct.** You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would (i) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in Mobile Banking software or the Mobile Applications, (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity, (iii) violate any law, statute, ordinance or regulation

(including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising), (iv) be false, misleading or inaccurate, (v) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers, (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing, (vii) potentially be perceived as illegal, offensive or objectionable, (viii) interfere with or disrupt computer networks connected to Mobile Banking, (ix) interfere with or disrupt the use of Mobile Banking by any other user, (x) result in unauthorized entry or access to the computer systems or networks of others; (xi) send unsolicited electronic mail messages (also known as spam).

d. No Commercial Use or Re-Sale. You agree that Mobile Banking is for personal use only. You agree not to resell or make commercial use of Mobile Banking.

e. You agree to take every precaution to ensure the safety, security and integrity of your accounts and transactions when using Mobile Banking. You agree not to leave your Mobile Device unattended while logged into Mobile Banking and to log off immediately at the completion of each access by you. You agree not to provide your password or other access information to any other person. If you do, we will not be liable for any damage resulting to you. You agree to notify us immediately if you lose, or change or cancel the number of, your Mobile Device. If you believe that someone may have unauthorized access to your Mobile Banking, you agree to cancel your Mobile Banking associated with the Mobile Device immediately. You agree to provide us with immediate notice in the event you suspect fraud or any unauthorized access to any of your accounts. You agree to comply with all applicable laws, rules and regulations in connection with Mobile Banking.

f. You agree not to access or use the Mobile Banking from locations outside of the United States.

g. You agree to notify us immediately to disable Mobile Banking from your Mobile Device if your Login Code has been compromised, lost, stolen or used without your authorization, or if your Mobile Device has become compromised, lost, stolen or used without your authorization. Failure to notify us immediately could result in the loss of all money accessible by the Login Code. You could lose all the money in your account (plus your maximum overdraft line of credit, if you have one).

h. To the extent that we or our service providers require information about you in order to provide Mobile Banking, you hereby consent to the exchange of such information between us and such service providers.

#### **10. Exclusion of Warranties; Limitation of Liability; Indemnification.**

Limitations on People's United's liability are described in the CDAA, EFT Agreement, and the Agreement. In addition:

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE MOBILE BANKING IS AT YOUR SOLE RISK. MOBILE BANKING IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE MOBILE BANKING IS OBTAINED AT YOUR

OWN DISCRETION AND RISK, AND PEOPLE'S UNITED IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. PEOPLE'S UNITED MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY THIRD-PARTY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PEOPLE'S UNITED OR THROUGH OR FROM YOUR USE OF MOBILE BANKING WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED IN THESE TERMS.

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF MOBILE BANKING (INCLUDING ANY SOFTWARE OR THEIR MATERIALS SUPPLIED IN CONNECTION WITH MOBILE BANKING) SHALL BE FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT THE APPLICABLE MOBILE BANKING SERVICE. Some jurisdictions do not allow the exclusion of certain warranties, so the above exclusions may not apply to you. You may also have other legal rights, which vary by state.

#### **11. Indemnification.**

YOU AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND US, OUR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, LICENSORS AND SERVICE PROVIDERS FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES, EXPENSES AND COSTS (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS FEES) CAUSED BY OR ARISING FROM YOUR USE OF MOBILE BANKING, OR THE USE OF MOBILE BANKING BY ANY OF YOUR CO-DEPOSITORS OR ANY OTHER PERSON WHOM YOU HAVE PERMITTED TO USE MOBILE BANKING, YOUR BREACH OF THIS AGREEMENT, YOUR INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY, AND/OR YOUR COMMISSION OF FRAUD OR ANY OTHER UNLAWFUL ACTIVITY OR CONDUCT.

#### **12. Miscellaneous.**

a. Consent to use of Data. You agree that People's United may collect information about your Mobile Device, system and application software in connection with offering and operating Mobile Banking and to enhance your experience when using Mobile Banking. To read our privacy statement, visit [www.peoples.com/privacy](http://www.peoples.com/privacy).

b. We reserve the right to block access or delete Mobile Banking software from your Mobile Device if we or our agents or Mobile Banking service providers have reason to believe you are misusing the Mobile Banking or otherwise not complying with this Agreement, or have reason to suspect your Mobile Device has been infected with malicious software or virus.



- c. People's United is not responsible for translating any of the information contained within Mobile Banking to any other language and we are not responsible for the accuracy of any third-party translating services.
- d. For assistance with our Mobile Banking services visit <https://www.peoples.com/customer-support> or call 1-800-525-9248 or visit a local People's United Bank branch. Do not attempt to contact a People's United representative via SMS text or any form of unencrypted message. People's United will never contact you via email, text message or other means for purposes of obtaining your sensitive information, passwords or mobile phone information (SIM card #, serial #, IMEI#).
- e. People's United may provide links to third party websites without endorsing the accuracy or safety of the third-party service, and People's United disclaims all liability for any linked sites or their content. It is important for you to take necessary precautions to ensure appropriate safety from viruses, worms, Trojan horses, and other potentially destructive items. When visiting external websites, you should review those websites' privacy policies and other terms of use to learn more about how they collect and use any personally identifiable information.
- f. People's United reserves the right to employ "cookie" technology to as a prerequisite for your use of Mobile Banking. You must allow the use of "cookies" or Mobile Banking may not function as intended.
- g. You are responsible for your own acquisition, upkeep and management of your Mobile Devices. Further, you are responsible for procuring your own network or cellular connections. People's United does not provide internet or cellular connectivity or the devices associated with the use of this service.
- h. You are responsible for the accuracy of your data entry and use of the application when accessing accounts and conducting transactions. People's United is not liable for errors caused by your misuse or error. This includes any error caused by "pre-filling" or automated entry done on your behalf by the device, system or application software.
- i. You are responsible for keeping all account and login information private and ensuring that you do not download viruses or malicious software that could put your confidential information at risk.
- j. People's United maintains the right to contact you via your Mobile Device as a means to relay important account information or information about the use of Mobile Banking for as long as you are enrolled in Mobile Banking.
- k. We specifically do not warrant that Mobile Banking will function in any foreign countries.
- l. People's United locations and driving directions are provided to you as convenience and we are not liable for the accuracy or effectiveness of the information. We are not liable for death or damage as it relates to the use of such location services.

m. People's United shall not be liable for any failure to perform its obligations under this Agreement due to the occurrence of an event beyond our control (including without limitation as fire, flood, power outage, acts of God, government or civil authority, civil or labor disturbance, war, riots, or the failure of our service providers to perform).

### 13. Third Party Beneficiaries.

You agree that our Mobile Banking service providers (including any provider of the Mobile Application or other Mobile Banking software) may rely upon your agreements and representations in this Agreement, and such service providers are third party beneficiaries of such agreements and representations, with the power to enforce those provisions against you, as applicable and as the circumstances or context may require.

### 14. END USER LICENSE AGREEMENT (MOBILE BANKING) TERMS FOR THE DOWNLOADABLE APP.

#### To be Agreed to by End User Prior to Use of the Downloadable App

a. Ownership. You acknowledge and agree that a third party provider or licensor ("Licensor") to your financial services provider, People's United, is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

b. License. Subject to the terms and conditions of this License Agreement, (hereafter referred to as "this Agreement") you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

c. Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

d. Disclaimer Warranty. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR

IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

e. Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR , THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

f. U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

g. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the State of Florida excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this License Agreement are subject to the exclusive jurisdiction of the courts of Florida and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

h. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.



## Section C. People's United Person-2-Person Payment Services

### 1. The Person-2-Person Payment Services.

People's United Person-2-Person Payment Services (“P2P Payment Services”) allow consumer customers who enroll in this service to send *real time* electronic payments to an individual’s bank account or to an individual’s email or mobile telephone number. For payments you send to individuals you can decide the method of payment (bank) or allow the receiver to choose how they want to receive the money.

### 2. Fees.

The P2P Payment Services are provided at no charge to you.

### 3. Enrollment

You may enroll for P2P Payment Services by accessing People’s United Online Banking and navigating to the “Enroll in Person-2-Person” page. People’s United will review your enrollment request before you are permitted to use the P2P Payment Services. Please note that this review may result in a delay before you are able to use the P2P Payment Services.

When you have reviewed the Person-2-Person enrollment information, click on the enroll button to enroll in the P2P Payment Services. When you enroll you must designate the eligible funding account(s) for P2P Payments. Your funding account must be a checking account that you own either alone or jointly. You also will be asked to validate your email address tied to your People’s United Online Banking relationship. When you have validated your email, a confirmation code will be sent to the email address, and you will be asked to enter this code to confirm your email.

### 4. Setting Up Contacts and Sending or Receiving Payments.

To send or receive a payment to or from a person, you may add the person as a contact including the person’s name and email address or mobile phone number. You also may add additional contact information including account number and mailing address. Once the contact is added, using People’s United Online Banking you may send payments to the contact’s checking or savings account at a domestic bank if you have added the bank account information to the contact, to the contact’s email or mobile telephone number.

You also may send payments to a person without setting the person up as a contact. If you send payments to an email address or a mobile phone number, the payment recipient may claim the payment from the Incoming Payments Tab within Person-2-Person. This option will require that the payment recipient is enrolled in Person-2-Person and has gone through the process of confirming ownership of the email address or mobile phone number. Alternatively, the payment

recipient may be directed to Person-2-Person to claim a payment. The payment recipient will be asked to supply a claim code sent in the payment notification. Once the claim code is provided, the payment recipient may select how to receive the payment, including using a debit card. Please note that not all debit cards can be used for this purpose. Only debit cards affiliated with the NYCE® Payments Network, MasterCard® MoneySend, or Visa® Original Credit Transactions (OCT) are available to claim a payment.

## **5. Payee Statuses.**

If a contact or payment recipient claims the payment, the payment will be reflected as claimed on the Outgoing page of Person-2-Person. If the contact or payment recipient declines to claim a payment, the payment will be reflected as declined on the Outgoing page of Person-2-Person. If the contact or payment recipient does not take any action on the payment notification, the status of payment within the Outgoing page of Person-2-Person will show the payment as unclaimed for 10 days. After 10 days the payment status will be changed to expired.

## **6. Payment Authorization.**

You are responsible for all payments and requests you authorize in the P2P Payment Services. If you permit another person to use the P2P Payment Services using your login credentials, you are responsible for any transactions they authorize from your accounts.

When we receive payment instructions from you, you authorize us to debit your funding account and remit funds on your behalf. You also authorize us to credit your funding account for the receipt of payments, including but not limited to those payments from contacts to whom you sent payment(s) or cancelled and returned to you because the processing of the payment transaction could not be completed.

You acknowledge and agree that if your payment instructions identify an account by name and account number, the relevant, financial institution may execute those payment instructions by reference to the account number only, even if such account number does not correspond to the account name. You further acknowledge and agree that financial institutions holding the account may choose not to investigate discrepancies between account names and account numbers at other financial institutions.

## **7. Cancelling a Payment.**

With the exception of send to email or mobile number payments, all other available payment methods are real time and cannot be changed once initiated. If you elect the send to email or a mobile number payment method, it is possible to cancel your payment prior to when the payment is claimed or expires. The debit to your funding account occurs when the contact has provided all the information necessary to claim the payment.

## **8. Available Funds.**





Funds must be available in your designated account on the scheduled payment or claim date. If funds are not available on the scheduled payment date, the payment will be declined.

## **9. Limitations on P2P Payment Services.**

For security reasons, there are limits on the amount of money you can send or request through People's United P2P Payment Services. We establish the maximum amount of any payment transfer in a day using a set of pre-determined eligibility requirements based on how long you have been enrolled in the P2P services, the number of successful payments you have made, and how long it has been since your last P2P payment.

If our eligibility requirements are met the maximum amount of any payment may not exceed \$1,000.00 and the aggregate amount of transfers in a day may not exceed \$1,000.00. If the eligibility requirements are not met, a lower introductory limit is established until we determine that our eligibility requirements are met. Regardless of the applicable payment limit, we may deny or suspend payments based on possible fraudulent activity at any time in our sole discretion.

You agree not to use the P2P Payment Services to conduct business or activity or solicit the performance of any activity prohibited by law or any contractual provision to which you are bound. You also agree not to use the P2P Payment Services for any payments or requests for payment to persons or entities located outside of the United States, for any payments that violate any law, statute, ordinance or regulation. We have the right but not the obligation to monitor for, block and/or reverse such payments. In no event shall we be liable for any claims or damages resulting from your use of the P2P Payment Services for prohibited payments.

## **10. Amendment, Termination or Suspension of Services.**

Except as otherwise required by law, we may in our sole discretion change these terms, and modify or cancel the P2P Payment Services features we offer and add or change fees associated with the P2P Payment Services from time to time and at any time subject to any legal requirement to provide you prior notice of such change. If no notice is required by applicable law, we reserve the option, in our business judgment, to provide or not provide you prior notice. By using People's United Online Banking and the P2P Payment Services, you agree that all notices that we may be required to send to you in connection with this Agreement may be sent to you electronically via email to any email address that has been provided to us for your account or in any other manner permitted by law.

We may terminate or suspend all or any part of the P2P Payment Services at any time, in our discretion, without notice to you, and without liability to you. No termination of the P2P Payment Services or any part thereof will affect your liability or obligations under this Agreement accruing prior to the date of termination or any provisions of this Agreement which, by their nature or by express provision, are intended to survive termination. When you ask us to activate the P2P Payment Services, and each time you use the P2P Payment Services, you confirm your agreement to conform to the terms of this Agreement in effect at that time. If you



authorize someone else to use your P2P Payment Services, you agree to notify us immediately if you have withdrawn your authorization.

## **11. Exclusion of Warranties; Limitation of Liability; Indemnification.**

People's United will not be liable for damages you incur if you do not have sufficient funds in your funding account to make the payment on the payment date, for the failure of any payee to correctly account for or timely credit a payment or for circumstances beyond our control.

Further limitations on People's United's liability are described in the CDAA including the EFT Agreement or this Agreement.

In addition:

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE P2P PAYMENT SERVICES IS AT YOUR SOLE RISK. P2P PAYMENT SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM PEOPLE'S UNITED OR THROUGH OR FROM YOUR USE OF P2P PAYMENT SERVICES WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED IN THESE TERMS.

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY FAILURE OR NON-PERFORMANCE OF THE P2P PAYMENT SERVICES SHALL BE FOR US TO USE COMMERCIALY REASONABLE EFFORTS TO CORRECT THE APPLICABLE P2P PAYMENT SERVICES ISSUE(S). Some jurisdictions do not allow the exclusion of certain warranties, so the above exclusions may not apply to you. You may also have other legal rights, which vary by state.

## **Section D. Digital Wallet Services**

These digital wallet terms and conditions (the "Digital Terms") apply when you choose to add your People's United debit card linked to your checking account (a "Card") to a digital wallet such as Apple Pay™ or Samsung Pay (each a "Digital Wallet"). A Digital Wallet provides you with a way to make payments at a merchant using an electronic or digital wallet in place of presenting your physical card or to make e-commerce payments to merchants participating in the Digital Wallet. By adding a Card to the People's United Digital Wallet Services or clicking on the "Agree" button, you accept these terms and conditions. If you do not agree or do not accept these terms and conditions, you will not be entitled to use the People's United Digital Wallet Services.

### **1. Adding a Card**



You may add an eligible Card to the Wallet by following the instructions of the Digital Wallet provider, such as Apple Pay™ or Samsung Pay. If your Card is not in good standing, then your Card will not be eligible to be added to the Digital Wallet, and if already in the Digital Wallet, the card may be removed. When you add a Card to the Digital Wallet, the Digital Wallet allows you to use your Card to enter into transactions where the Digital Wallet is accepted.

The storage and usage of your Card number (and credentials corresponding to your Card number in the Wallet) are subject to the terms and conditions of your People's United cardholder agreement, as such agreement is in effect from time to time. Please contact us for more information at the contact information included in your cardholder agreement.

## **2. Your Card, Account and Online Banking Terms Do Not Change**

The terms, agreements, and disclosures that govern your Card, the account tied to your Card, and the use of People's United Online or Mobile Banking continue to apply when you add your Card to a Digital Wallet. Any applicable fees and charges that apply to your Card will apply when you use a Digital Wallet to access your Card. We do not charge you any additional fees for adding your Card to a Digital Wallet or using your Card in the Digital Wallet. The Digital Wallet provider and other third parties such as wireless carriers or data service providers may charge you fees.

People's United is not the provider of the Digital Wallet, and we are not responsible for providing the Digital Wallet Services to you. We are only responsible for supplying information securely to the Digital Wallet provider to allow usage of your People's United Card(s). We are not responsible for any failure of the Digital Wallet or the inability to use the Digital Wallet for any transaction. We are not responsible for the performance or non-performance of the Digital Wallet provider or any other third parties regarding any agreement you enter into with the Digital Wallet provider or associated third-party relationships that may impact your use of a Digital Wallet.

## **3. Card Limits; Removing a Card from a Digital Wallet**

Any limits that we place on the frequency or dollar amount of your People's United Card transactions will also apply to a Digital Wallet transaction. We also can block a People's United Card in the Digital Wallet from purchases at any time. If you wish to remove a Card from your Digital Wallet you should contact your Digital Wallet provider on how to remove a Card.

## **4. Consumer Privacy**

Your privacy and the security of your information are important to us. The People's United Bank Privacy Notice and Affiliate Marketing Opt-Out Notice (available at <https://www.peoples.com/privacy-policy>) applies to your use of your People's United Card in the Digital Wallet. You agree that we may share your information with the Digital Wallet provider, a payment network, and others in order to provide the Digital Wallet Services, to make



information available to you about your Card transactions, and to improve our ability to provide the Digital Wallet Services. This information helps us to add your Card to the Wallet and to maintain the Digital Wallet. We do not control the privacy and security of your information that may be held by the Digital Wallet provider or third parties and that is governed by the privacy policy given to you by the Digital Wallet provider or third parties.

## 5. Ending or Changing these Digital Wallet Terms and Conditions

We can terminate the Digital Wallet Services and these terms and conditions at any time. We also can change these terms and conditions at any time. We will provide notice if required by law. We also may assign these terms and conditions. You cannot change these terms and conditions, but you can terminate these terms at any time by removing all Cards from the Digital Wallet. You may not assign these terms and conditions.

## Section E. Personal Finance Services

Using the People's United Personal Finance tools and services, you will be able to aggregate your accounts from multiple financial institutions in one place. This tool will also allow you to track spending by category, save for goals, and provide help with budgeting. When you enroll to use the Personal Finance tools and services, you must agree to the terms of the End User License below which governs the use of the personal finance services.

This End User License User agreement contains the terms and conditions for your use of the Personal Finance tools and services that we may provide to you and that involve accessing third-party account information ("Services"). Hereinafter "us" "we" "our" or "financial institution" refers to People's United Bank, N.A.

1. **Provide Accurate Information.** You represent and agree that all information you provide to us in connection with the Services is accurate, current, and complete. You agree not to misrepresent your identity or account information. You agree to keep account information secure, up to date and accurate. You represent that you are a legal owner, or an authorized user, of the accounts at third-party sites which you include or access through the Services, and that you have the authority to (i) designate us and our service providers as your agent, (ii) use the Services, and (iii) give us and our service providers the passwords, usernames, and all other information you provide.
2. **Content You Provide.** Your use of the Services is your authorization for Financial Institution or its service providers, as your agent, to access third-party sites which you designate in order to retrieve information. You are licensing to Financial Institution and its service providers any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services. You authorize

us or our service providers to use any information, data, passwords, usernames, PINS, personally identifiable information or other content you provide through the Services or that we or our service providers retrieve on your behalf for purposes of providing the Services, to offer products and services, and for other permissible business purposes. Except as otherwise provided herein, we or our service providers may store, use, change, or display such information or create new content using such information.

3. **Power of Attorney.** You grant Financial Institution and its service providers a limited power of attorney as provided below to access information at third-party sites on your behalf. Third-party sites shall be entitled to rely on the authorizations, agency, and the power of attorney granted by you or through your account. For all purposes hereof, you hereby grant Financial Institution and its service providers a limited power of attorney, and you hereby appoint them as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, in any and all capacities, to access third-party sites to retrieve information, use such information, as described herein, with the full power and authority to do and perform each and every act and thing required and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. You understand and agree that the Services are not sponsored or endorsed by any third-party site. **YOU ACKNOWLEDGE AND AGREE THAT WHEN FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS ACCESS AND RETRIEVE INFORMATION FROM THIRD-PARTY SITES, THEY ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OR ON BEHALF OF THE THIRD-PARTY SITES.**
4. **Third-Party Accounts.** With respect to any third-party sites we may enable you to access through the Services or with respect to any non-Financial Institution accounts you include in the Services, you agree to the following:
  - a. You are responsible for all fees charged by the third-party in connection with any non-Financial Institution accounts and transactions. You agree to comply with the terms and conditions of those accounts and agree that this User agreement does not amend any of those terms and conditions. If you have a dispute or question about any transaction on a non-Financial Institution account, you agree to direct these to the account provider.
  - b. Any links to third-party sites that we may provide are for your convenience only, and Financial Institution and its service providers do not sponsor or endorse those sites. Any third-party services, which you may be able to access through the Services, are services of the listed institutions. We nor our service providers have responsibility for any transactions and inquiries you initiate at third-party sites. The third-party sites you select are solely responsible for their services to you. We nor our service providers are liable for any damages or costs of any type arising out of or in any way connected with your use of the services of those third parties.
5. **Limitations of Services.** When using the Services, you may incur technical or other difficulties. Neither we nor our service providers are responsible for any technical or

other difficulties or any resulting damages that you may incur. Any information displayed or provided as part of the Services is for informational purposes only, may not reflect your most recent transactions, and should not be relied on for transactional purposes. We and our service providers reserve the right to change, suspend or discontinue any or all of the Services at any time without prior notice.

6. **Acceptance of User Agreement and Changes.** Your use of the Services constitutes your acceptance of this User agreement. This User agreement is subject to change from time to time. We will notify you of any material change via e-mail or on our website by providing a link to the revised User agreement. Your continued use will indicate your acceptance of the revised User agreement. The licenses, user obligations, and authorizations described herein are ongoing.
7. **Aggregated Data.** Anonymous, aggregate information, comprising financial account balances, other financial account data, or other available data that is collected through your use of the Services, may be used by us and our service providers to conduct certain analytical research, performance tracking and benchmarking. Our service providers may publish summary or aggregate results relating to metrics comprised of research data, from time to time, and distribute or license such anonymous, aggregated research data for any purpose, including but not limited to, helping to improve products and services and assisting in troubleshooting and technical support. Your personally identifiable information will not be shared with or sold to third parties.
8. **Ownership.** You agree that Financial Institution and its service providers, as applicable, retain all ownership and proprietary rights in the Services, associated content, technology, mobile applications and websites.
9. **User Conduct.** You agree not to use the Services or the content or information delivered through the Services in any way that would: (a) be fraudulent or involve the sale of counterfeit or stolen items, including but not limited to use of the Services to impersonate another person or entity; (b) violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (c) create liability for Financial Institution or its service provider or cause Financial Institution to lose the services of our service providers; (d) access the information and content programmatically by macro or other automated means; or (e) use the Services in such a manner as to gain unauthorized entry or access to computer systems.
10. **Indemnification.** You agree to defend, indemnify and hold harmless Financial Institution, its third-party service providers and their officers, directors, employees and agents from and against any and all third-party claims, liabilities, damages, losses or expenses, including settlement amounts and reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of the Services, your violation of these terms or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.



11. **Disclaimer.** The Services are not intended to provide legal, tax or financial advice. The Services, or certain portions and/or functionalities thereof, are provided as strictly educational in nature and are provided with the understanding that neither Financial Institutions nor its third-party providers are engaged in rendering accounting, investment, tax, legal, or other professional services. If legal or other professional advice including financial, is required, the services of a competent professional person should be sought. Financial Institution and its third-party providers specifically disclaim any liability, loss, or risk which is incurred as consequence, directly or indirectly, of the use and application of any of the content on this site. Further, Financial Institution and its third-party providers are not responsible for any investment decisions or any damages or other losses resulting from decisions that arise in any way from the use of the Services or any materials or information accessible through it. Past performance does not guarantee future results. Financial Institution and its third-party providers do not warrant that the Services comply with the requirements of the FINRA or those of any other organization anywhere in the world
12. **DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE, AND OUR SERVICE PROVIDERS, DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE, AND OUR SERVICE PROVIDERS, MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, OR (v) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FINANCIAL INSTITUTION OR ITS SERVICE PROVIDERS THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.
13. **LIMITATION OF LIABILITY.** YOU AGREE THAT FINANCIAL INSTITUTION AND ITS THIRD-PARTY SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR

EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM (i) THE USE OR THE INABILITY TO USE THE SERVICES AT OUR WEBSITE/MOBILE APPLICATION OR OF ANY THIRD-PARTY ACCOUNT PROVIDER'S WEBSITE/MOBILE APPLICATION; (ii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES, (iii) ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE SERVICES, (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA, (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICES, (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD-PARTY ACCOUNT PROVIDER SITE, EVEN IF THE PROVIDER HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES, OR (vii) ANY OTHER MATTER RELATING TO THE SERVICES.

14. **Export Restrictions.** You acknowledge that the Services and any software underlying such Services are subject to the U.S. Export Administration Regulations (15 CFR, Chapter VII) and that you will comply with these regulations. You will not export or re-export the software or Services, directly or indirectly, to: (1) any countries that are subject to U.S. export restrictions; (2) any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government; or (3) any end user who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that the Services may include technical data subject to export and re-export restrictions imposed by U.S. law.
15. **Other Terms.** You may not assign this User agreement. A determination that any provision of this User agreement is unenforceable or invalid shall not render any other provision of this User agreement unenforceable or invalid.





## Section F. Important Information about Consumer Customer Dispute Resolution and Limitations on Liability; Governing Law; Termination

### 1. Stop Payments

#### Your right to Stop Payment

If you have told us in advance to make regular Electronic Funds Transfers or EFT out of your account, you can stop payment.

#### How to Stop Payment

To stop regular payments out of your account, call us at the Call Center (1-800-894-0300) or write to us at:

People's United Bank  
Adjustment Department, BC5-668  
P.O. Box 7009  
Bridgeport, CT 06601-7009

in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. If you call, we also require that you put your request in writing and get it to us within fourteen (14) calendar days after you call.

### 2. What Happens If We Don't Stop Payment

If we receive your order to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. We will then have your rights, if any, against the person who was paid. If the person who was paid was entitled to be paid, we may charge that amount to your account after learning that fact.

### 3. Effect of a Stop Payment

If you give us a stop payment order, we will only stop that particular payment. When a stop payment order applies to more than one debit entry, the order remains in effect until the entries have been stopped. If you have authorized a third party to make preauthorized transfers from your Checking Account, and if you want to stop all further transfers from your Checking Account by that third party, you must take the following actions:

- (a) Send to the third party a written revocation of the payment authorization previously given by you to that third party.
- (b) When you call us and/or write us to place a stop payment order, you must specifically state that you would like to stop all future payments to that particular party.

We may confirm that the third party has received your written revocation and we may require you to provide us with a copy of the revocation.

#### 4. Stopping Payment of Electronic Transfers

UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOU MAY NOT STOP PAYMENT OF ELECTRONIC FUNDS TRANSFERS. THEREFORE YOU SHOULD NOT EMPLOY ELECTRONIC ACCESS FOR PURCHASES OR SERVICES UNLESS YOU ARE SATISFIED THAT YOU WILL NOT NEED TO STOP PAYMENT.

#### 5. Your Liability for Unauthorized Transfers

Please tell us at once if you believe your Log in Code, meaning your user login or your password, or both, has been lost or stolen. Telephoning is the best way of keeping your possible losses down. Reporting fraud, loss, or theft of your user log in or password within twenty-four (24) hours of discovery is the best way to reduce the associated inconvenience of fraud losses. You could lose all the money in your checking account and related savings accounts and your maximum available funds in your Personal Line of Credit. If you tell us within two (2) Business Days, you can lose not more than \$50 if someone uses your user login or password without your permission.

You also agree to assist us in our attempts to recover any losses from unauthorized users of your user login or password (including permitted users who exceed their authority) and to assist in their prosecution.

IF YOUR ACCOUNT IS NOT A CONSUMER ACCOUNT (WHERE THE ACCOUNTHOLDER IS A NATURAL PERSON AND THE ACCOUNT IS USED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES), YOU MAY BE LIABLE FOR ALL LOSSES FROM UNAUTHORIZED TRANSACTIONS.

#### 6. What Happens If You Don't Tell Us At Once

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your user login or password and we prove that we could have stopped someone from using your user login or password without your permission, if you had told us, you could lose up to \$500.

If you are a Massachusetts customer, you can lose no more than \$50 if you do not give us notice of your user login or password being used without your permission.

#### 7. If Your Statement Shows Transfers You Didn't Make

If your statement shows transfers that you did not make tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you cannot get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.



## 8. When We Will Extend The Time Period

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the period.

## 9. Whom To Call Or Write If You Think Your User Login Password Has Been Lost or Stolen

If you believe your user login or password has been lost or stolen or you find that someone has transferred or may transfer money from your account without your permission, call us at the Call Center (1-800-894-0300) or write to us at:

People's United Bank  
Adjustment Department, BC5-668  
P.O. Box 7009  
Bridgeport, CT 06601-7009

### What To Do In Case Of Errors Or Questions About Electronic Fund Transfers

Call us at the Call Center at 1-800-894-0300, or write us at:

People's United Bank  
Adjustment Department, BC5-668  
P.O. Box 7009,  
Bridgeport, CT 06601-7009

as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

When you contact us provide the following:

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we require that you send us your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days after we hear from you, and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question.

If we decide to do this, we will credit your account within ten (10) Business Days for the amount you think is in error, so that you have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive it within ten (10) Business Days, we may not credit your account.



For new accounts (meaning your claim of error involves an electronic funds transfer on an account within thirty (30) days after the first deposit to the account was made), our time limits (ten (10) Business Days and forty-five (45) calendar days) are double (twenty (20) Business Days and ninety (90) calendar days).

We will tell you the results of our investigation 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.

## 10. Our Liability for Failure to make Transfers

If we do not complete a transfer to or from your People's United account on time or in the correct amount according to this Agreement with you, we will be liable for your losses or damages.

However, there are some exceptions. We will NOT be liable:

- (1) If, through no fault of ours, you do not have enough available funds (including your Personal Line of Credit) in your account to make the transfer.
- (2) If circumstances beyond our control prevent the transfer, despite reasonable precautions we have taken.
- (3) For any other reason stated elsewhere in this Agreement.

In the event, we are ever liable to you for damages due to a transfer, your damages will be limited to actual damages only. We will not be responsible for incidental or consequential damages, court costs or attorney's fees.

If you are an account owner and you are not a natural person, we are not liable for any failure to make transfers to or from your account, or for transfers that are in the wrong amount. You agree to indemnify and hold us harmless from any and all losses, costs, damages, claims and expenses, arising out of or in connection with any unauthorized use of any of our services described herein, including without limitation ACH transfers or use of any user id or password.

## 11. Limit of People's United's Responsibility

The limitations on People's United's liability are described in the CDAA and EFT Agreements. In addition, unless otherwise provided in the EFT Agreement, or otherwise provided by law:

- (i) We are responsible for acting only on such instructions sent through People's United Electronic Banking Services which we actually receive. We are not responsible for any malfunction in communications facilities not under our control or any problem attributable to your access service provider.
- (ii) We are not responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of the use of People's United Electronic Banking Services.
- (iii) NEITHER PEOPLE'S UNITED BANK NOR ANY OF ITS SUBSIDIARIES MAKES ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING PEOPLE'S UNITED ELECTRONIC



BANKING SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## 12. Notices.

By using People's United Electronic Banking Services, you agree that all notices that we may be required to send to you in connection with this Agreement may be sent to you electronically via e-mail to any e-mail address that has provided to us for your account or in any other manner permitted by law.

## 13. Changes to Terms / Termination

We reserve the right to change the fees associated with use of People's United Electronic Banking Services. We reserve the right to change and/or suspend any other term of this Agreement or the People's United Electronic Banking Services at any time, subject to any legal requirement to provide you prior notice of such change. If no notice is required by applicable law, we reserve the option, in our business judgment, to provide or not provide notice of such changes.

We reserve the right to terminate this Agreement at any time, and if we do so, we may also terminate other internet banking services. Such termination will be subject to any legal requirement to provide you prior notice.

You may terminate this Agreement at any time by providing us at least ten (10) Business Days prior written notice. If you terminate this Agreement, we may also terminate other People's United Electronic Banking Services and trading services under Section F of this Agreement to you have access.

## 14. Account Information; When We Will Disclose Information to Others.

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

- a. We will disclose information where it is necessary for completing transfers;
- b. We will disclose information in order to verify the existence and conditions of your account for a third party, such as a credit bureau or merchant;
- c. We will disclose information in order to comply with government agency audits, rules or orders, court orders, subpoenas, summonses, warrants, or in accordance with the requirements of state or federal law;
- d. We will disclose information where you have written a check against your Checking Account and a bank involved in collecting the check, a payee, or a person called a "holder" of the check wants to know whether we would pay the check if presented at the time the disclosure is made;
- e. We will disclose information where you have authorized an EFT from your account and a bank involved in transmitting or collecting the EFT wants information about the status of the

EFT;

f. If you have not paid money which you owe us, we may give information about your account to a credit bureau, collection agency, or an attorney hired to collect your debt;

g. We will disclose information in order to tell appropriate federal, state, or local officials of suspected violations of criminal law involving your account;

h. We will disclose information to our accountants or other third parties engaged in the examination of our records to perform an independent audit;

i. We will disclose information about your account to our subsidiary or affiliated corporations in accordance with applicable laws, or to companies with whom we have an agreement to offer you products or services that we think you might be interested in;

j. We will disclose information if you give us your written permission; or

k. We will disclose information as otherwise disclosed in our Privacy Policy.

### **15. Change in Law/Unenforceability.**

If any provision of this Agreement is or becomes unenforceable under federal or state law or regulation, the remaining clauses will remain in effect and fully enforceable.

### **16. Force Majeure.**

You agree that the People's United is excused from performance of our obligations under this Agreement to the extent that the People's United is prevented or delayed from performing our obligations due to causes that are beyond our control, including but not limited to, acts of God, your acts or omissions, acts of any government or regulatory body (whether civil or military, domestic or foreign, fires, explosions, floods, earthquakes, floods or other natural or man-made disasters, epidemics, sabotage, wars riots, civil disturbances, strikes, lockouts, labor disputes, loss of electrical or other power or telecommunications equipment or line failures (each a "Force Majeure Event")). Our responsibilities under this Agreement will resume as soon as reasonably possible after the Force Majeure Event has expired.

### **17. Governing Law/Venue**

This Agreement and all services offered by us will be governed by federal law and the State of Connecticut law where People's United has its home office without reference to principles of conflict of laws. Any applicable state law shall only govern to the extent not preempted or superseded by federal laws, rules or regulations.

## **Section G - Agreement for People's Securities Inc. Customers**

For purposes of this Section G, the terms "PSI" and "Broker" refer to People's Securities Inc., a registered Broker-Dealer, and member [FINRA](#) and [SIPC](#). The terms "I", "me", "my" and "subscriber" refer to all owners of any PSI brokerage account accessed utilizing the Online Securities Trading ("OLST") system.



The Online Securities Trading services provided under this Section consist of Online Trading (as hereinafter defined) through which I can obtain account information and quotations, and enter brokerage transactions. The term "Online Trading" refers to any interactive product or service offered by PSI or a PSI-authorized third-party service provider, to obtain information or quotations from PSI, or enter into brokerage transactions (subject to the exclusions specified below) with PSI through the use of electronic data communications. This includes electronic data communications transmitted by me to PSI through the use of personal, home or business computers connected by a modem or other device to an authorized telecommunications network designated by PSI.

Please read this OLST Agreement before using any of the OLST functions made available by People's Securities Inc. In order to use the OLST, all account owners must agree to be bound by the following terms and conditions.

1. I acknowledge that this Agreement between me and PSI states the terms and conditions regarding my use of the OLST offered by PSI and other PSI-authorized third-party service providers, including the use of such services to enter transactions in my brokerage account. My use of the OLST will indicate my acceptance of the following terms and conditions. The terms and conditions set forth herein supplement the terms and conditions contained in my [People's Securities Customer Agreement](#).
2. I acknowledge that PSI may modify or discontinue the OLST functions offered pursuant to this Agreement without prior notice to me.
3. I acknowledge that PSI hereby grants to me a nonexclusive, non-transferable license during the term of this Agreement to receive and use the software provided herewith (the "Software") solely in conjunction with the personal use of the OLST in accordance with the terms of this Agreement. I acknowledge and agree that PSI or its licensors or data providers have exclusive proprietary rights in the Software and the systems used in connection with the OLST. I further acknowledge and agree that PSI's third-party information providers have exclusive proprietary rights in their respective information transmitted and/or furnished via the OLST. In the event of any misappropriation or misuse of the OLST, the Software or the market data transmitted and/or furnished via the OLST, PSI or its third-party information providers or licensors shall have the right to obtain injunctive relief with respect to the use of its respective materials. I further acknowledge and agree that:
  - a. I may use the Software only in conjunction with the OLST;
  - b. I shall not make any alteration, change or modification to the Software and shall not recompile, decompile, disassemble, reverse engineer, or make or distribute any other form of, or derivative work from, the Software;
  - c. I shall use the OLST, the Software and the market data provided thereby only for my personal use and;



d. I shall not furnish the Software, the OLST or any other information or messages disseminated by PSI hereunder to any person or entity.

4. I agree to be fully liable for any and all brokerage commissions, fees, margin interest charges, and payments due to PSI in connection with trades affected by me in my brokerage account(s) through the OLST. Such brokerage commissions, fees, margin interest charges, and payments will be paid directly to PSI in accordance with the terms and conditions specified in my People's Securities Customer Agreement and the Schedule of Commissions and Fees as amended from time to time. I agree that PSI may require a deposit before I can begin trading using the OLST (deposited funds can be used towards payment of my first transaction). I agree to pay all fees and charges associated with my use of any OLST, including, without limitation, those of any third-party information providers offered through PSI.

5. I acknowledge that I will be the only authorized user of the OLST for my account(s). I will be fully responsible for the confidentiality and use of my user names and passwords and agree that I will be fully and solely responsible for all activities, including brokerage transactions, which arise from the use of my user names or passwords (except as provided for in paragraph 6 below). I also agree that I will be fully and solely responsible for all activities, including brokerage transactions, which arise from my authorization to link my brokerage account(s).

6. I agree that as a condition of being approved to use the OLST I will immediately notify PSI if:

- a. I have placed an order using the OLST and I did not receive an order number;
- b. I have placed an order using the OLST and I did not receive an accurate written confirmation of the order, its execution or cancellation within five business days;
- c. I have received confirmation of an order or orders which I did not place or any similar conflicting report, or
- d. I become aware of any unauthorized use of my user name(s), password(s) or any product or service related to my brokerage account.

If I fail to notify PSI immediately upon the occurrence of any of the above events, I agree that PSI will not have any responsibility or liability to me or any other person whose claim may arise through me for any claims with the handling, mishandling or loss of any order. Any liability of PSI arising out of any action or omission by PSI with respect to the handling, mishandling or loss of any order shall be limited to any amount equal to the loss incurred due to the action or omission during the five business days after the date on which I first became obligated to give PSI notice with respect to such transaction(s) pursuant to this Section. I agree that PSI and/or any of its officers, directors, employees, agents or affiliates will not have any other liability to me or any other person whose claims may arise through me for any consequential, incidental, special or indirect damages, even if PSI has been advised of the possibility of such damages. PSI shall not be responsible for or deemed to be in default under this Agreement due to any delay or failure in performance resulting directly or indirectly from any cause beyond the reasonable control of PSI (or any PSI-authorized third-party service provider).

7. I agree that my use of the OLST to effect securities transactions will be limited in all respects to the terms and conditions of this Agreement and any other agreement(s) between me and PSI. PSI will have no liability to me with respect to any transaction or attempted transaction by me which is not in accordance with the terms and conditions specified herein or in such other agreement(s) and I will indemnify PSI and its officers, directors, employees, agents and affiliates from any claim of a third party related to any such transaction or related transaction.

8. I agree that PSI reserves the right in its sole discretion to reject, cancel or modify any order which I have placed through the OLST for any reason and without prior notice to me, including orders for which I have received an order number. I acknowledge that any order I place which PSI, in its sole discretion, deems to be disruptive to the securities markets, unusual in size, type or credit risk, or which exceeds PSI's (or its clearing firms') usual authorized limits may be subject to rejection, cancellation or modification. I can check the status of my order(s) using the OLST. PSI will attempt to notify me of any rejection, cancellation, or modification of my orders through the OLST, but may use alternate means, such as telephone or mail, at its discretion. I acknowledge that market orders cannot always be canceled because they are subject to immediate execution and the order may be executed before the request for cancellation is received by PSI. I acknowledge that my orders may not be reviewed by PSI prior to their submission to a market center and I agree that I am fully responsible for determining the suitability of my order and my investment decisions. I acknowledge that PSI may, in its sole discretion, place trading restrictions on my account(s).

9. I agree that PSI reserves the right in its sole discretion to suspend or terminate my access to the OLST for any reason and without prior notice to me. I agree not to hold PSI responsible or liable for any disruptions in service due to: telephone network, computer network or other system problems beyond the control of PSI (or any PSI-authorized third-party service provider); system maintenance or system upgrades; or any other event or circumstance beyond the control of PSI (or any PSI-authorized third-party service provider).

10. I acknowledge that the data provided to me is obtained from sources believed to be reliable, is provided solely on a best efforts basis for my convenience, and that no guarantees are made by PSI as to its accuracy, completeness and timeliness.

11. I AGREE THAT THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE OLST OR THE SOFTWARE OR THE MARKET DATA PROVIDED THEREBY INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, REASONABLE CARE OR FITNESS FOR A PARTICULAR PURPOSE.

12. I agree not to hold PSI or its officers, directors, employees, agents or affiliates, or its licensors or information providers or any third party involved in the provision of the Electronic Services liable for any investment decision I may make based on my reliance on or use of such data or any liability which may rise due to delays or interruptions in the delivery of such data for any reason.

13. I agree that PSI may change the terms and conditions of this Agreement, in whole or in part, upon notice to me. I agree to use the OLST and any additional services offered through PSI in the future only in accordance with the terms and conditions specified in this Agreement as amended from time to time by PSI, and that any amendments to the terms and conditions will be deemed effective upon dissemination by PSI. Use of the OLST after receipt of such amendments will be deemed to be acceptance of such amendments.

14. This Agreement, together with my account agreement(s) and any user license agreement(s) to which I may be a party, contains the entire agreement between me and PSI with respect to the subject matter contained in this Agreement and supersedes all prior communications, whether oral, written or electronic. If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not affect the validity of the remaining provisions of this Agreement.

15. Order Flow Payment and Order Execution Routing Disclosure Statement:

a. Order Flow Payment Information: PSI's clearing firm may receive remuneration in the form of payments for certain transactions handled by third market dealers or market centers for execution and such remuneration is considered to be compensation. PSI may also receive remuneration for certain transactions. The source and amount of any compensation, which may have been received in connection with a specific transaction, will be disclosed upon written request.

b. Order Execution Routing Information: Orders in over-the-counter securities and selected exchange-traded securities may be routed to designated third market dealers. Other orders in over-the-counter securities may be routed to designated market makers or third-party market dealers by a computerized system. All orders are executed at prices equal to or better than the displayed national best bid/offer prices.

16. AGREEMENT TO ARBITRATE CONTROVERSIES, GOVERNING LAW. This agreement contains a pre-dispute arbitration clause. The parties agree as follows:

All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.

a. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited

b. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.

c. The arbitrators do not have to explain the reason(s) for their award.

d. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

e. The rules of some arbitration forums may impose time limits for bringing a claim in

arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.

f. The rules of the arbitration forum in which the claim is filed and any amendments thereto, shall be incorporated into this agreement.

17. I further agree that the sole liability of PSI or its officers, directors, employees, agents or affiliates or its licensors or information providers or any third party, involved in the provision of the OLST to me for any claims, notwithstanding the form of such claims (e.g., contract, negligence, or otherwise), arising out of errors or omissions in the OLST and/or the Software and the market data provided or to be provided hereunder, shall be to furnish the correct report or data, provided that I promptly advise the data provider thereof. I further agree that I shall not hold PSI or its officers, directors, employees, agents or affiliates or its licensors or information providers or any third party involved in the provision of the OLST liable in any way for any loss or damage arising from or occasioned by any force majeure (including for example, but not limited to, communications or power failure, equipment or software malfunction) or by any other cause beyond such party's reasonable control.

IN NO EVENT WILL PSI OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES OR ITS LICENSORS OR INFORMATION PROVIDERS OR ANY THIRD PARTY INVOLVED IN THE PROVISION OF THE OLST BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH I MAY INCUR OR EXPERIENCE ON ACCOUNT OF ENTERING INTO OR RELYING ON THIS AGREEMENT OR AS A RESULT OF THE USE OF THE MARKET DATA, THE SERVICES OR THE SOFTWARE, EVEN IF THE DATA PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 18. Messages & E-mail Communications

People's United Bank consumer customers may also communicate with PSI through People's United Bank using the Secure E-Mail Messaging service described above. The Message Center allows PSI to send me messages about my Online Trading account. These messages may include transaction information such as order status and/or to notify me regarding orders that are rejected or modified by PSI.

PSI may use external email to facilitate certain functions related to Online Trading. These functions include, but are not limited to, my creation of a User ID for the Online Trading system, assisting me in resetting my password, and/or notifying me that copies of statements or confirmations that I have requested be delivered to me electronically are available. PSI will not use external email to correspond with its customers through the Online Trading system.

I agree that I will not use e-mail SMS, text, or any other messaging system to transmit securities trade orders to PSI. I acknowledge that PSI will not act upon any trade orders which it may receive through e-mail, SMS, text, or any other messaging system, even if the messaging system is provided by People's United Bank or PSI.



## 19. Electronic Fund Transfers

I agree that, except as specified in subsection (b), below, any electronic fund transfers between my PSI account(s) and my deposit account(s) at People's United Bank initiated by me through any means, including the People's United Online Banking Services described in this Agreement, will be governed by the People's United Bank Consumer Deposit Account Agreement, Funds Availability Policy and Electronic Fund Transfers Disclosure Statement and Agreement (the "EFT Agreement"), as the same may be amended from time to time, and which I acknowledge I have received as a People's United Bank deposit customer. Unless either this Agreement or the EFT Agreement are inapplicable, all provisions of the EFT Agreement apply to transfers between a PSI account and a People's United Bank deposit account initiated through the OLST.

a. The following provisions apply to all transfers between a PSI account and a People's United Bank deposit account initiated through the Electronic Services:

- i) I am limited to one transfer per day to or from each of my PSI accounts.
- ii) PSI's business days are Monday through Friday including all holidays except holidays on which the New York Stock Exchange is closed.
- iii) All electronic fund transfers involving my PSI account will be documented on my People's Securities account statement.
- iv) In the event of any change to this Agreement or the EFT Agreement which will cause me greater costs or liability, or which will limit your ability to make electronic fund transfers through the Electronic Banking Services, PSI and/or People's United Bank will notify me 21 days in advance.

b. As specified in the EFT Agreement, in the case of a lost or stolen personal security number, or any question related to a transfer between my PSI account and a People's United Bank deposit account initiated through the Electronic Services, I may contact the People's United Bank Plus Center by writing to:

People's United Bank Call Center  
P.O. Box 7001, Bridgeport, CT 06601

or calling the Call Center at 1-800-894-0300, or any of other phone numbers listed in the EFT Agreement.

## 20. REAL TIME MARKET DATA

I agree to comply with any subscriber or other agreement governing my use of real time market data provided through People's United Online services.

21. I agree not to use the OLST for any purpose which is unlawful, abusive, harassing, libelous, defamatory, obscene or threatening. I will not use the OLST to solicit PSI customers or others or participate in the solicitation of PSI customers or others for any purpose.



## Section H - General Provisions

For purposes of this Section H, "you", and "your" refer to each People's United Bank or People's Securities Inc. customer who uses or is authorized to use People's Online Banking System. The requirements to use People's United Online Banking Services are that you must have a personal computer or other device which is capable of accessing the Internet which conforms to the [operating systems and browsers](#).

### Security

#### Safeguarding Your Login Codes

Login Codes are required to sign on to People's United Online Banking, as well as Mobile Banking Services. Safeguarding your Login Codes is your responsibility and is critical to helping prevent fraudulent activity on your accounts. You agree not to reveal your Login Codes to anyone and to keep your Login Codes confidential in order to prevent unauthorized access to and use of your accounts. You understand that you expressly assume all risk of loss associated with your failure to strictly abide by these terms. Please see Section A Online Banking, Section B People's United Mobile Banking Services, Section C People's United Person-2-Person Payment Services, Section D Digital Wallet Services, and Section E Personal Finance Services for more detailed information regarding step up authentication for these electronic banking services.

You agree to notify us immediately if the secrecy of your Login Codes is compromised by contacting the Bank via our Call Center, Secure Message on People's United Online Banking or by visiting one of our branches. Complete contact information is available at <https://www.peoples.com/customer-support/contact-us>.

#### Security/Protecting Your Account Information

You acknowledge and agree that People's United has no obligation to confirm the identity or authority of any person using your Login Codes. Accordingly, the Login Codes that you use to gain access to People's United Online Banking or Mobile Banking should be kept confidential, and must not be disclosed to any person whom you do not authorize to access your account information.

People's United uses Microsoft's server gated cryptography in order to enable 256 bit SSL strong encryption of data during transmission of data between your computer and our web server. You agree to always use the SSL encryption security features built into your web browser software whenever you connect to People's United web server, and to verify that each entire online session is encrypted.





To avoid unauthorized access to your personal, business or financial information, you agree to adopt all reasonable security measures in using People's United Online Banking and Mobile Banking, including, but not limited to the [precautionary steps](#).

### **Copyright and Trademarks**

Copyright to all graphics, visual and audio content, text and information on this web site is owned by People's United Bank, N.A. unless otherwise indicated. No one has permission to redistribute or reproduce in any form whatsoever any such material and information without People's United express written permission. All trademarks found on this web site, unless indicated otherwise, are trademarks of People's United. You acknowledge that People's United and its subsidiaries have exclusive proprietary rights or licensed rights to the systems used in connection with People's United Online Banking. You agree not to make or attempt to make any alteration, change or modification to People's United Online Banking and shall not recompile, decompile, reverse engineer, or make or distribute any other form of, or derivative work from People's United Online Banking.

### **Investment & Insurance Products:**

- Not Insured by FDIC or any Federal Government Agency
- Not a Deposit of or Guaranteed by a Bank or any Bank Affiliate
- May Lose Value

Investments & insurance products are offered through People's Securities, Inc., a Broker/Dealer, member FINRA and SIPC, an insurance agency and registered investment advisor. People's Securities, Inc. is a subsidiary of People's United Bank, N.A.