



St. Mary's Bank

Registration Disclosure

St. Mary's Bank

ONLINE BANKING ACCESS AGREEMENT Personal Accounts and Business Accounts

ATTENTION! PLEASE READ CAREFULLY.

This Online Banking Access Agreement (the "Agreement") applies to any online banking service that the Member (defined hereinafter) receives from St. Mary's Bank related to the Member's Eligible Accounts (defined hereinafter). The Agreement outlines the terms and conditions for accessing and utilizing the Member's Eligible Accounts via Internet Banking ("St. Mary's Online Banking" or "Online Banking"). The Member agrees to be bound by the terms of this Agreement upon entering the Member's Online Banking ID and Password, and logging in to St. Mary's Online Banking. If you do not agree with the terms and conditions of this Agreement, then you may not use St. Mary's Online Banking. The Agreement, as may be amended from time to time at the sole discretion of St. Mary's Bank, shall remain in effect for any and all future St. Mary's Online Banking by the Member. This Agreement is exclusive of any and all additional agreements between the Member and St. Mary's Bank.

The Member agrees that the Member's Deposit Account and use of St. Mary's Online Banking are also governed by the Deposit Account Agreement provided to the Member upon the opening of a Deposit Account. The Member agrees that the Member's Credit Account is also governed by the terms of any Credit Account Agreement that the Member signed and any other agreements, terms and conditions that the Member agreed to when the Member established a Credit Account.

St. Mary's Bank is not responsible for any issues and assumes no liability in connection with Member's use of a third-party service accessible through St. Mary's Online Banking including, but not limited to, account aggregation services ("Account Aggregation Services") provided by Alkami Technology, Inc. ("Alkami") through its service provider Yodlee, Inc. ("Yodlee").

Member agrees that use of Account Aggregation Services is subject to the Yodlee Account Aggregation Terms below. If Member does not agree with the Yodlee Account Aggregation Terms, then Member may not use Account Aggregation Services. Member agrees to indemnify, defend, and hold harmless St. Mary's Bank from all liability and damages (including attorney fees) resulting from Member's use of Account Aggregation Services or any other third party service.

The Member should retain a copy of this Agreement by printing or storing a copy of this Agreement for his or her records. If the Member is unable to print or store a copy of this Agreement, please call us and we will mail a paper copy to you.

Definitions. The following definitions govern the terms of this Agreement:

- The words "we," "us," "our," "St. Mary's Bank" and "the Credit Union" refer to St. Mary's Bank.
- The words "Member", "you" or "end user" refer to the person/business member signing the St. Mary's

Online Banking Application, whether one or more, or any others the Member permits to use St. Mary's Online Banking.

- The term "Account(s)" means both the Deposit Account(s) and the Credit Account(s) that are enrolled in St. Mary's Online Banking that are used for personal, family, household purposes or business purposes. Sole proprietor accounts are considered Business Accounts for the purposes of the Online Banking Services.
- The term "Deposit Account(s)" means a Checking Account, Money Market Account, Savings Account, Certificate of Deposit, Individual Retirement Account (IRA), or other deposit account that a Member may have with St. Mary's Bank.
- The term "Credit Account(s)" means a Home Equity Loan, Consumer Loan, Overdraft Protection, Residential Loan, Business Loan, Credit Card or other credit accounts that a Member may have with St. Mary's Bank.
- The term "Business Day" means every day except Saturdays, Sundays and federally recognized holidays.
- The term "Shared Access" means Account access given by a Member to a third party who is not an owner or signer on the Account, to allow such third party to view, access, or perform certain permitted activities including the ability to transfer money into or out of the Account, depending upon the permission level granted by the Member. Member provides Shared Access to third parties at Member's sole risk. St. Mary's Bank does not recommend using Shared Access to transfer funds out of the Account, does not make any representations regarding the safety of granting third parties Shared Access, and specifically warns Members that providing Shared Access to an Account may put the Account at risk. St. Mary's Bank is not responsible for any liability or losses that may occur as a result of Shared Access given by Member and Member agrees to indemnify, defend, and hold harmless St. Mary's Bank from all liability and damages (including attorney fees) resulting from Member's providing Shared Access to a third party.

Accessing Your Eligible Accounts. In order to access Accounts through St. Mary's Online Banking, the Member must have: (a) adequate software to utilize St. Mary's Online Banking (i.e. a browser that supports "128-bit SSL" Encryption such as Microsoft Internet Explorer), (b) one or more Eligible Accounts and (c) a St. Mary's Online Banking ID and a Password.

Your Online Banking Password. St. Mary's Bank may provide the Member with an initial password in order to log on to St. Mary's Online Banking, however, the first time the Member logs on to St. Mary's Online Banking, the Member will be prompted to immediately change the password. The Member agrees that St. Mary's Bank is authorized to rely on the Member's Password to identify the Member when the Member uses Online Banking, as his or her signature authorizing any transactions performed via St. Mary's Online Banking. For security purposes, it is recommended that the Member memorizes this Password and does not write it down. The Member assumes all responsibility for keeping the Member's Password and Account data confidential and to keep the email address and telephone numbers which are used for multifactor authentication up-to-date with the Credit Union. If the Member believes that the Member's Password has been lost or stolen, or that someone has transferred or may transfer money from the Member's account without permission, the Member agrees to **immediately** notify St. Mary's Bank's Member Contact Center (see the "How to Contact Us" section for phone numbers and addresses).

The Member further agrees to never leave his or her computer unattended while logged on to Online Banking, and to always log off when finished.

THE MEMBER ASSUMES FULL RESPONSIBILITY FOR ANY AND ALL TRANSACTIONS MADE BY USE OF THE MEMBER'S ID OR PASSWORD TO ACCESS THE MEMBER'S ACCOUNT(S) AS WELL AS ANY TRANSACTIONS BY OTHERS THROUGH SHARED ACCESS PROVIDED BY THE MEMBER.

THE MEMBER AGREES TO IMMEDIATELY REIMBURSE ST. MARY'S BANK FOR ANY LOSS, CLAIM, OR DAMAGE THAT IT SUSTAINS AS A RESULT OF THE USE OF ANY SHARED ACCESS, ID OR PASSWORD ISSUED AT THE MEMBER'S REQUEST. ST. MARY'S BANK SHALL HAVE NO LIABILITY FOR ANY LOSS, CLAIM, OR DAMAGE THAT THE MEMBER SUSTAINS AS A RESULT OF THE USE OF ANY AND ALL SHARED ACCESS, IDS OR PASSWORDS ISSUED PURSUANT TO THIS AGREEMENT.

MOREOVER, EXCEPT TO THE EXTENT LIMITED BY APPLICABLE BY LAW OR REGULATION, ST. MARY'S BANK SHALL HAVE NO LIABILITY FOR ANY LOSS, CLAIM, OR DAMAGE THAT A MEMBER SUSTAINS AS A RESULT OF THE USE OF ANY AND ALL SHARED ACCESS OR IDS OR PASSWORDS ISSUED PURSUANT TO THIS AGREEMENT EVEN IN THE EVENT THAT THE ID OR PASSWORD IS LOST, STOLEN, OBTAINED OR RETAINED OR SHARED ACCESS OBTAINED BY A PERSON NOT AUTHORIZED BY THE MEMBER TO INITIATE ELECTRONIC FUND TRANSFERS, AND EVEN IN THE EVENT SUCH USE OCCURS AFTER THE MEMBER HAS REVOKED SHARED ACCESS OR NOTIFIED AND REQUESTED THAT ST. MARY'S BANK DEACTIVATE THE ID OR PASSWORD, WHETHER OR NOT WE HAVE ACTED ON THAT REQUEST.

Additionally, for Business Accounts, the Member will be able to determine which employees will have access to the various functions. St. Mary's Bank recommends that the Member limit access to each function as appropriate; however, each individual may have access to multiple functions. The Member assumes any and all responsibility for identifying those individuals who will be authorized to utilize the Automated Clearing House Credit and Debit Entries (the "ACH Credit and Debit Entries") and/or Wire Transfer functions. The Credit Union may review and recommend changes to the Member's individual access determinations; however, St. Mary's Bank is not responsible for any and all liability or losses in connection with Member's individual access determinations. The Credit Union is authorized to rely on individual Passwords as signature authorization for any transactions performed.

Hours of Accessibility. The Member can usually access Accounts through St. Mary's Online Banking seven days a week, 24 hours a day. However, at certain times, some or all of St. Mary's Online Banking may not be available due to system maintenance or reasons beyond the Credit Union's control. The Credit Union specifically does not warrant that St. Mary's Online Banking will be available at all times and Member acknowledges that St. Mary's Bank is not responsible for any and all liability or losses that may occur as a result of Member's inability to access Accounts through St. Mary's Online Banking. During these times when St. Mary's Online Banking is not available, the Member may use Automated Telephone Banking, an ATM or any St. Mary's Bank branch to conduct the Member's transactions.

Mortgage, Equity Loan Mortgage Alternative, and Commercial loan payments made prior to 5:00 p.m. (Eastern Time) will be processed same day. All other types of loan payments made prior to 9:00 p.m. (Eastern Time) will be processed same day. Any payments made after the stated times will be processed the next business day.

For Business Accounts, an ACH credit entry must be transmitted by 3:00 p.m. (Eastern Time) two (2) Business Days prior to the effective date. An ACH debit entry must be transmitted by 3:00 p.m. (Eastern Time) one (1) Business Day prior to the effective date of such transaction.

A Wire Transfer entry must be transmitted by 3:00 p.m. (Eastern Time) to be processed on the same day.

Accounts Accessible through St. Mary's Online Banking. Most Deposit Accounts and Credit Accounts are accessible through St. Mary's Online Banking.

If more than one person is authorized to withdraw funds from Member's Account, or if another person is authorized to electronically access Member's Account, then each such person is authorized to perform the electronic transactions allowed in this Agreement, and St. Mary's Bank has no obligation to prevent or monitor

use of St. Mary's Online Banking. Any Member with an Account requiring two (2) or more signatures ("Multi Signature Account(s)") to make withdrawals, transfers or other transactions who would like to continue to require multiple signatures to make withdrawals, transfers or other transactions, **should not use and is not authorized to use St. Mary's Online Banking**. In the event a Member makes unauthorized use of St. Mary's Online Bank to access a Multi Signature Account, Member's use is subject to the terms of this Agreement and Member agrees to waive all multiple authorization requirements and agrees that the Account will be treated as any other singularly authorized Account. Member agrees to indemnify, defend, and hold harmless St. Mary's Bank from all liability and damages (including attorney fees) resulting from Member use of St. Mary's Online Banking to access a Multi Signature Account.

The Member agrees to refrain from providing the Member's ID or Password to any person not authorized by the Member to use the ID or Password. The Member acknowledges that by providing Shared Access or their ID and Password to any other party, the Member is effectively authorizing that party to make transactions then and in the future on the Member's Eligible Accounts, and the Member assumes any and all responsibility for any and all transactions, including transfer from your Eligible Accounts, resulting from the Member's furnishing of their ID and Password or Shared Access to another party. The Member acknowledges that St. Mary's Bank is not responsible for any and all liabilities related to, and will not reimburse the Member for, any losses that may occur as a result of such unauthorized use of the Member's ID and Password or Shared Access.

Business Accounts sharing the same Tax Identification Number ("TIN") are eligible to be accessed by a single Online Banking User ID. Be aware, however, that all Accounts designated may be accessed and viewed by any party having access to the User ID and Password. The Member is responsible for establishing his or her own internal security procedures for employees that the Member authorizes to use the services and to prevent unauthorized use by other employees or persons. St. Mary's Bank undertakes no obligation to monitor transactions through Online Banking to determine that such transactions are made on behalf of the Member and will treat each transaction using your User ID and Password as authorized by the Member.

St. Mary's Bank will act upon the instructions of any authorized signer with respect to changes to the Online Banking services. Changes that can be made include, but are not necessarily limited to:

- Requests for resetting the Password(s)
- Termination of Services

To the extent permitted by law, the Member also agrees that any communications from the Credit Union to the Member, including any disclosures or other information required to be delivered in writing, may be delivered to the Member in electronic form, and that such electronic communication shall constitute a written communication. Such communication includes electronic delivery of change-in-terms notices affecting the Member's use of St. Mary's Online Banking. The Member agrees and consents to the electronic transmission of financial information related to the Member Eligible Accounts. Any electronic communication sent to the Member by the Credit Union will be considered as if it were sent by U.S. Mail, postage prepaid and will be considered received by the Members within three (3) calendar days of the date sent by the Credit Union to the Member electronically.

The Member assumes any and all responsibility for the installation, maintenance and operation of their computer. The Credit Union is not responsible for any errors or failures caused by any computer virus, malware or related problems that may be associated with the use of St. Mary's Online Banking, the Member's computer, or the Member's internet provider(s). You are responsible for all telephone charges incurred in connecting to St. Mary's Online Banking and for charges by any Internet providers you use to provide connection to the Internet. Email transmissions sent by the Member to the Credit Union or vice versa are not secure. The Member, therefore, should not transmit confidential information, such as account numbers, social security numbers, taxpayer identification numbers, balances, etc., in any email communication. The Credit Union may not

immediately receive email communication sent by the Member. The Member, therefore, agrees not to rely on email to communicate with the Credit Union immediately (for example, to report a lost or stolen Password, or to report an unauthorized transaction from one of the Member's Accounts). The Credit Union will not take actions based on the Member's email requests until the Credit Union actually receives the request and has had a reasonable opportunity to act. The Member cannot use email to initiate transactions on Accounts.

Permissible Activities for Accounts through St. Mary's Online Banking. The Member can manage his or her Accounts from home, office, or other location via the Member's devices. The Member can use St. Mary's Online Banking to:

- View account balances and review transaction history on all Accounts that are enrolled in St. Mary's Online Banking.
- Transfer money to and from Checking, Statement Savings or Money Market Accounts.
- Transfer money to pay the Member's St. Mary's Bank Credit Union consumer loans, home equity loans, business loans or certain other loans.
- Provide Shared Access for third parties.
- Use Account Aggregation of external accounts.
- Issue stop payments on checks.
- Download transactions in various software formats for various applications.
- View and print Deposit Account statements a minimum of twenty-four (24) months in the past.
- Initiate ACH credit and debit entries and wire transfers via Business accounts with Online Business Services.

Account Inquiry. With St. Mary's Online Banking, the Member may access Account information such as balances and other Account information about the Member's Eligible Accounts.

Transfers. Funds can be transferred immediately or on a future date between the Member's Checking, Statement Savings and Money Market Account via Online Banking. The Member's transfer instructions shall be given the same legal effect as a written and signed document. The number of transfers from a Savings or Money Market Account is limited to six (6) per statement cycle. For more details see the St. Mary's Bank Credit Union Information Concerning Your Accounts Disclosure or a business services brochure for business accounts. If a hold has been placed on deposits made to a Deposit Account from which the Member wishes to transfer funds, the Member shall not transfer the portion of the funds held until the hold expires. There is a maximum dollar limit on any transfer between St. Mary's Bank accounts, equal to the available balance in the Member's Account from which the Member is transferring funds. If an Account has insufficient funds to complete a transfer as of the date of the transfer, then the transfer may not be completed. If the Credit Union, in its sole discretion, decides to complete the transfer, the Credit Union may require the Member to promptly pay any overdraft fees and the Credit Union may charge the Member an overdraft fee. The Credit Union is not, however, under any obligation to allow an overdraft to be created. Other transaction limits may apply based on risk thresholds set by St. Mary's Bank. All transfers are effective upon the Member's completion and submission of the transfer instructions to the Credit Union Online Banking.

Stop payments placed via Online Banking are intended for check stop payments only. Please visit any branch location or call our Member Contact Center to place a stop payment on electronic charges. Your right to stop preauthorized electronic transfers, and how to do so, is described in the Information Concerning your Accounts disclosure.

Stop Payment Orders on Checking Accounts. Members may use St Mary's Online Banking to request stop payment orders for checks the Member issued from the Member's Checking Account, or by contacting the Credit Union as noted below. To be effective a Stop-Payment Order must be received in time to allow the Credit Union a reasonable opportunity to act on it, and for some ACH debits must be received at least three (3)

banking days before the scheduled date of transfer. To be effective a Stop-Payment Order also must identify the payment sufficiently to allow the institution a reasonable opportunity to act on it. An oral Stop-Payment Order is effective for fourteen (14) calendar days only, and it may be required to confirm the stop payment request in writing within fourteen (14) days after the call. If the Member submits a stop payment order in writing, then it will be valid for six (6) months. If the Member desires that a stop payment order to be valid beyond the initial six (6) months, then the Member must provide the Credit Union with a new stop payment request in writing prior to the expiration of each six (6) month period. The Credit Union shall charge a fee for each such stop payment order, and may debit this fee from the Member's Account.

New Services. The Credit Union may, from time to time, introduce new Online Financial Services. The Member agrees that such new Online Financial Services shall, when available to the Member, be governed by the terms and conditions of this Agreement.

Electronic Fund Transfers. Prior to the Member completing the first Electronic Funds Transfer on St. Mary's Online Banking, the Member agrees to read the Member's rights and responsibilities contained in the Information Concerning Your Accounts disclosure provided to the Member when it first opened a personal account(s) with St. Mary's Bank. If the Member does not still have a copy, then the Member agrees to contact our Member Contact Center in order to receive a new copy.

Unauthorized Transfers

(a) **Consumer liability** – Your liability for an unauthorized EFT or a series of released unauthorized EFTs will be determined as follows

- Generally. Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

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

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

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

- *Additional Limit on Liability for Visa® Debit Card.* Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa® Debit Card. In the event these additional limits do not apply (e.g., if you have been negligent or engaged in fraud) the liability limits of Regulation E (described above) apply. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

Note: These liability rules are established by Regulation E, which implements the federal Electronic Fund

Transfer Act and do not apply to business accounts.

(b) **Contact in event of unauthorized transfer.**

If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check or draft without your permission.

In case of errors or questions about your electronic transfers, the Member agrees to promptly call or write the Credit Union at the telephone number or address listed in this Agreement, if the Member believes that the statement or receipt is incorrect, or if the Member desires more information about a transfer listed on the statement or receipt. The Member agrees that it shall contact the Credit Union as stated hereinabove no later than sixty (60) days after the Credit Union sent the FIRST statement on which the problem or error appeared.

The Member agrees to provide the following information:

1. The Member's name and Account number.
2. Description of the error or the transfer the Member is unsure about, and an explanation as to why the Member believes that it was an error or requires more information.
3. The dollar amount of the suspected error.

The Credit Union may require written confirmation of a complaint or question raised verbally by the Member within ten (10) business days of such verbal communication.

For Personal Accounts and Sole Proprietors only. The Credit Union will determine whether an error occurred within ten (10) Business Days (twenty (20) Business Days if the transfer involved a new Account) after it is notified by the Member of such an error, and will correct any error promptly. If the Credit Union requires additional time to correct an error, however, then the Credit Union may take up to forty-five (45) Business Days (ninety (90) Business Days if the transfer involved a new account, a point of sale transaction or a foreign-initiated transfer) to investigate the Member's complaint or question. If the Credit Union requires this extended time period it also may, in its sole and absolute discretion, provisionally credit the Member's Account within ten (10) Business Days (twenty (20) Business Days if the transfer involved a new Account) for the amount that the Member thinks is in error, so that the Member will have the use of the money while the Credit Union completes its investigation of the Member's claim. If the Credit Union should ask the Member to put the complaint or question in writing and the Credit Union does not receive it within ten (10) Business Days, then the Credit Union reserves the right not to credit the Member's Account. The Member's Account is considered a new account for the first thirty (30) Business Days after the first deposit is made, unless the Member has an established Account with the Credit Union prior to the date when the Account in question was opened.

The Credit Union shall contact the Member with the results of an investigation within three (3) Business Days of completing its investigation. If the Credit Union decides that there was no error, it will send the Member a written explanation and the Credit Union will reverse any provisional credit it may have made to the Account while the investigation was pending. The Member may ask for copies of the documents that the Credit Union used in its investigation.

Financial Institutions Liability

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

- 1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- 2) If you have an overdraft line and the transfer would go over the credit limit.
- 3) The service was not working properly and you knew about the breakdown when you started the transfer.
- 4) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

Changes to Charges, Fees or Other Terms or Termination by Us. The Credit Union reserves the right to change the charges, fees or terms of this Agreement at any time. When any such changes are made, unless otherwise required by law, the Credit Union shall notify the Member of any such change electronically or by U.S. Mail. The Credit Union also reserves the right to terminate the Electronic Delivery Service at any time without notice.

ACH Credit and Debit Entries (Business Online Banking Accounts Only). The Member's use of the ACH Credit and Debit Entries functions on St. Mary's Online Banking will be governed by the Member's ACH Origination Agreement in addition to this Agreement.

The Member may determine which individual employees are authorized to (i) input ACH Credit and Debit Entries, and (ii) transmit ACH Entries. Those individuals who are given access to the ACH Credit and Debit Entries function will be considered Company Authorized Representatives in the same fashion as those Company Authorized Representatives identified in the ACH Origination Agreement.

The Member will be charged a fee per transaction for ACH Credit and Debit Entries initiated on St. Mary's Online Business Banking, as disclosed in the Member's Business Online Banking Services application.

Wire Transfers (Business Online Banking Accounts Only). The Member's use of the Wire Transfer function on St. Mary's Online Business Banking will be governed by the authorization on file in the Member's Business Online Banking Services application with the Credit Union in addition to this Agreement.

The Member understands that it is the Member's responsibility to provide accurate routing and account numbers to the Credit Union. The Member agrees that it will review the routing and account numbers to ensure that the numbers are accurate prior to transmission. To the extent not prohibited by law, the Member agrees that the wire transfers are irrevocable and that the sole obligation of the Credit Union is to exercise ordinary care in processing this wire transfer and that it is not responsible for any losses or delays which occur as a result of any other party's involvement in processing the transfer. The beneficiary's bank may make payment based upon the beneficiary's account number as entered by the Member, even if it identifies a person different from the named beneficiary.

The Member will be charged a fee per transaction for Wire Transfers initiated on St. Mary's Online Business Banking, as disclosed in the Member's Business Online Banking Services application.

The Member acknowledges that Wire Transfer entries cannot be initiated that violate U.S. laws including, but not limited to, programs administered by OFAC and FinCEN, or other laws, including the laws and payment system rules of the receiving countries, and the Member agrees to indemnify, defend and hold us harmless the Credit Union with respect to any entries the Member initiates that violate such laws.

Disclosure of Information to Third Parties. The Member authorizes the Credit Union and each of its affiliates to disclose to third parties information the Member has provided or that the Credit Union and/or its affiliates have obtained about the Member's Accounts and the Member's transfers:

- to comply with laws, regulations, government agency or court orders or requests
- to verify the existence and condition of the Member's Account for a third party, such as a credit bureau or merchant,
- complete transfers,
- to provide services relating to the Member's Account, or
- if the Member otherwise gives the Credit Union written permission.

Applicable Rules, Laws, and Regulations. This Agreement shall be governed by the laws and regulations of
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the State of New Hampshire and applicable federal laws and regulations. In addition, the Member agrees to be bound by and will comply with the terms of this Agreement, requirements of the applicable Terms and Conditions of Your Account, the Credit Union's Bylaws, and the rules and regulations of any funds transfer system to which the Credit Union belongs. Any dispute between the Credit Union and the Member must be brought in a federal or state court in the State of New Hampshire and the Member agrees to submit to such jurisdiction for all purposes.

Right to terminate this Agreement. The Credit Union may terminate this Agreement and the Member's access to Online Financial Services through St. Mary's Online Banking, in whole or in part, at any time without notice. The Member may terminate this Agreement by notifying the Credit Union at least seven (7) days in advance in writing at the address provided in this agreement.

If the Member terminates access to St. Mary's Online Banking, then the Member authorizes the Credit Union to continue making transfers, bill payments and other transactions that the Member has previously authorized until such time as the Credit Union has had a reasonable opportunity to act upon the termination notice. Once the Credit Union has acted upon the Member's termination notice, the Member shall refrain from making any transfers, payments or transactions to or from the Member's Account, including transfers, payments or transactions that the Member previously authorized. The Member should take steps to cancel any automatic recurring transfers or payments requested using Online Banking prior to terminating Online Banking otherwise the Credit Union may continue to make such transfers or payments.

If the Credit Union closes the Member's Online Banking, it reserves the right to make no further transfers, payments or transactions from the Account, including any transfers and transactions the Member previously authorized.

If either the Member or the Credit Union end the Member's rights to use Online Banking, the Credit Union will no longer be required to complete any of the Member's Online Banking transactions. The Member will remain obligated to the Credit Union under the Agreement for all its Online Banking transactions, even if they occur or are completed after this Agreement ended.

Assignment. The Credit Union may assign the rights and delegate all or a portion of its duties under this Agreement to a company affiliated with it or to any other party. No member shall transfer any rights, duties or obligations arising under this Agreement.

Severability. If any provision of this Agreement is void or unenforceable, then such ineffectiveness or unenforceability shall not affect the validity or enforceability of any other provision.

Waiver. The Credit Union may waive any term or provision of this Agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of the term or provision in the future.

Entire Agreement. This Agreement is the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein, and supersedes and cancels all prior or contemporaneous agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, with respect to the subject matter hereof.

Fees and Charges. The Member assumes any and all responsibility for any telephone or internet or other data charges that the Member incurs by accessing their Account(s) through St. Mary's Online Banking. Other fees may apply, as described in the applicable St. Mary's Bank Credit Union Information Concerning Your Accounts Disclosure and Schedule of Fees brochure. All fees and charges are subject to change.

Limit of the Credit Union's and Other Provider's Responsibility. The Credit Union agrees to make reasonable efforts to ensure the full performance of St. Mary's Online Banking. The Credit Union will be responsible for acting only on those instructions which are actually received and cannot assume responsibility for malfunctions in communications facilities not under its control that may affect the accuracy or timelessness of messages the Member sends. The Credit Union is not responsible for any losses or delays in transmission of instructions arising out of the use of any internet service providing the Member's connection to the internet caused by any browser software.

The Credit Union is not responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of the Member's use of St. Mary's Online Banking, or use and maintenance of the Member's computer hardware or software, including software provided by the Credit Union to the extent permitted by law.

THE ONLINE BANKING SERVICES ARE BEING PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION MAKES NO EXPRESS OR IMPLIED WARRANTIES CONCERNING ST. MARY'S ONLINE BANKING SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.

Indemnification. You agree to protect and fully compensate St. Mary's Bank and its affiliates from 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 the service, 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.

Electronic Delivery of Statements and Notices.

Periodic Statements. Transfers and withdrawals made through any ATM or POS terminal, debit card transactions, preauthorized EFTs, online/PC transactions, mobile access device transactions or bill payments you make will be recorded on your periodic statement. You will receive a monthly account statement from us for your checking and statement savings accounts.

Important Note Regarding Combined Statements: If the Member elects to receive an electronic statement ("eStatement") on any Account that is part of a combined statement, then that eStatement will include information for all accounts on that combined statement.

Scope of Agreement. The following terms and conditions for the Electronic Delivery of Statements and Notices (the "eDelivery Terms") apply to the electronic delivery ("Electronic Delivery", or "Electronic Delivery Service") of the Member's periodic deposit account eStatements and/or notices ("eNotices") that the Member receives from St. Mary's Bank. These eDelivery Terms explain the terms and conditions for accessing the Member's St. Mary's Bank eStatements or eNotices via St. Mary's Online Banking. By enrolling in Electronic Delivery Service, the Member agrees to these eDelivery Terms. If the Member does not agree with the eDelivery Terms, then the Member may not receive eStatements and/or eNotices.

The Member agrees to retain a copy of these eDelivery Terms by printing or storing a copy of these eDelivery Terms with their records. If the Member is unable to print or store a copy of this Agreement, the Member should call the Credit Union in order to receive a paper copy in the mail.

This Agreement does not replace and is in addition to any other account disclosures or terms and conditions that the Member has agreed to with St. Mary's Bank. The member's Credit Account(s) is also governed by the terms of any credit agreement that the Member signed, as well as any additional agreements, terms and conditions to which the Member agreed to when he or she established their Credit Account. Any issue relating to an account

or service with the Credit Union that the Member accesses through a third-party provider under a separate agreement shall also be governed by the terms of such separate agreement for that account or service. Access to the Member's Accounts via St. Mary's Online Banking is required to receive eStatements and/or eNotices and is covered by this Agreement provided to the Member when the Member signed up for Online Banking.

System Requirements. In order to access St. Mary's Bank's Online Banking and Electronic Delivery Services (Online Services), the Member must have the following:

- A personal computer or other access device which is capable of accessing the Internet and which can receive HTML files;
- An Internet web browser capable of supporting 128-bit SSL encrypted communications. The Member may contact St. Mary's Bank for a current listing of supported browsers.
- A valid email address (required for Electronic Delivery Services only).
- A current version of Adobe Acrobat Reader.

To retain copies of this Agreement for these Online Services or any documents delivered to the Member via our Electronic Delivery Service, the Member's system must have the ability to either download (to a hard disk drive or other media storage device) or print both web pages (screens) as well as embedded HTML files.

Electronic Delivery Service. By continuing to be an Electronic Delivery Service customer after enrollment in the Electronic Delivery Service, the Member acknowledges that that Member has received and understands the terms and conditions of this Agreement and agrees to be bound by them. By enrolling, the Member agrees to receive periodic account statements electronically through the Credit Unions Electronic Delivery Service. Once enrolled in the Electronic Delivery Service, the Member will stop receiving paper statements in the mail for any enrolled accounts starting with the subsequent statement. If the Member no longer wishes to accept these terms and conditions, then the Member may cancel enrollment in the Electronic Delivery Service at any time by following the instructions found in "Termination of Electronic Delivery" below.

Eligible Accounts. Any deposit account displayed on the Member's Online Banking screen that would ordinarily produce a paper statement is eligible for eStatement(s). If the Member elects to receive an eStatement on a Deposit Account that is part of a combined statement and is the primary account, then the eStatement will include all deposit accounts combined with that primary account.

Fees. There are no fees for using our Electronic Delivery Service for the electronic delivery of eStatements or eNotices. However, if the Member requests a paper copy of a statement or notice previously provided via Electronic Delivery, the Member may be charged a fee as set forth in St. Mary's Bank's current Schedule of Fees.

When Service Starts. The Member will start to receive Electronic Delivery of any statements or notices that the Member has selected to receive via Electronic Delivery. The member will stop receiving paper statements with the Member's next periodic statement.

Check Images. The Member will receive electronic check images via Online Banking. The Member will not receive cancelled checks. Check image copies are available as far back as the online account history provided. If the Member requires hard copy statements or check images prior to those available online, then the Member may request them using the Contact Us link of the Online Banking system. Some fees may apply. Research fees may apply. If the Member cancels the Electronic Delivery Service for the electronic delivery of eStatements, then the Credit Union may continue to make check images available via the Member's paper account statement.

Option to Send Online or Paper. Even after the Member enrolls in the Credit Union's Electronic Delivery Service, the Credit Union reserves the right to deliver any statement or notices to Member online or by paper,

via the U.S. Mail. The Credit Union may change the types of notices offered via its Electronic Delivery Service from time to time. Please note that certain accounts are offered with the Electronic Delivery option only, additional information is provided in the Termination of Electronic Delivery section of this agreement.

Notification of Availability of eStatement. The Credit Union will send an electronic notice (i.e. emails) to the email address that the Member provided when an eStatement is available. Should the Member's email address change, then the Member is required to promptly update their email address within St. Mary's Online Banking to reflect this new information. If the Member's email address changes and the Member fails to notify the Credit Union of the change, the Member's eStatement notice will be sent to the email address provided to Credit Union, and will be considered received by the Member when sent.

The Member's eStatement will be available within the eStatements section of St. Mary's Online Banking system. The Credit Union may from time to time send other disclosures or notices required by applicable law that would otherwise be included with the Member's paper statements. Any electronic communications that the Credit Union sends to the Member will be considered received within three (3) calendar days of the date the notice was sent by the Credit Union regardless of whether the Member logs on to the Electronic Delivery Service within that time frame.

Online Retention and Archiving. eStatements sent via Electronic Delivery will remain available for viewing online for up to twenty-four (24) months after they are generated. The Credit Union strongly recommends that the Member keeps a copy of these documents by saving a copy on the Member's PC or by printing a copy for the Member's records. If the Member requires a copy of a statement that is no longer available online, then the Member may be charged a fee as set forth in St. Mary's Bank's current Schedule of Fees.

Termination of Electronic Delivery. The Member may terminate their enrollment in the Electronic Delivery Service at any time by contacting us. Statements and/or notices previously provided to the Member via Electronic Delivery will not be mailed to the member upon termination. If the Member terminates their enrollment in the eStatement Service all prior eStatements will become unavailable and the Member should archive eStatements prior to termination of eStatement Service. Paper statements will resume with the Member's next periodic statement.

Please note that certain deposit accounts are offered with the Credit Union's Electronic Delivery option only. If the Member chooses to stop Electronic Delivery for such deposit accounts, paper delivery will be provided in the future and the Member's account may be subject to certain other provisions set forth in the rules applicable to such account, which may include, for example, additional fees, reduced interest and termination. If the Member cancels their enrollment, this Agreement will terminate, however, termination of this Agreement will not affect the legal validity, enforceability and binding effect of this Agreement before the effective date of the termination. Termination of the Member's enrollment in the Electronic Delivery Service will not affect the Member's registration with St. Mary's Online Banking Service. However, cancellation of the Member's registration in the Online Banking Service will automatically cause the Member's enrollment in the Electronic Delivery Service to be terminated.

Amendment. St. Mary's Bank has the right to change this agreement at any time by notice mailed to you at the last address shown for the account on St. Mary's Bank's records, by posting notice in branches of St. Mary's Bank, by requiring review and acceptance at login, or as otherwise permitted by law.

Termination.

- St. Mary's Bank has the right to terminate this agreement at any time.
- You may terminate this agreement by written notice to St. Mary's Bank.
- St. Mary's Bank is not responsible for any fixed payment made before the St. Mary's Bank has a

reasonable opportunity to act on your termination notice.

- You remain obligated for any payments made by St. Mary's Bank on your behalf.

How to Contact Us.

By Phone

St. Mary's Member Contact Center

(603) 647-1111 or toll free at 1-888-786-2791

By Mail

Member Contact Center St. Mary's Bank

P.O. Box 990

Manchester, New Hampshire 03105-0990

Business Days: Monday through Friday

Excluding Federal Holidays

More detailed information is available upon request

Yodlee Account Aggregation Terms

Provide Accurate Information. You, the end user, agree to provide true, accurate, current and complete information about yourself and your accounts maintained at this web site and other web sites and you agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

Proprietary Rights. You are permitted to use content delivered to you through the service only on the service. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any of the service technology, including but not limited to, any Java applets associated with the service.

Content You Provide. You are licensing to Alkami and its service providers, including Yodlee, Inc. ("Yodlee"), any information, data, passwords, materials or other content (collectively, "Content") you provide through or to the service. Alkami and Yodlee may use, modify, display, distribute and create new material using such Content to provide the service to you. By submitting Content, you automatically agree, or promise that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, Alkami and Yodlee may use the Content for the purposes set out above. As between Alkami and Yodlee, Alkami owns your confidential account information.

Third Party Accounts. By using the service, you authorize Alkami and Yodlee to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you. For all purposes hereof, you hereby grant Alkami and Yodlee a limited power of attorney, and you hereby appoint Alkami and Yodlee as your true and lawful attorney-in-fact and agent, with full power of substitution and resubmission, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite 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 ACKNOWLEDGE AND AGREE THAT WHEN ALKAMI OR YODLEE ACCESSES AND RETRIEVES INFORMATION FROM THIRD PARTY SITES, ALKAMI AND YODLEE ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE THIRD PARTY. You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the service is not endorsed or sponsored by any third party account providers accessible through the service. You acknowledge that through the use of this service, Alkami

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shall have access to your account credentials, including, but not limited to login username and passwords.

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LIMITATION OF LIABILITY. YOU AGREE THAT NEITHER ALKAMI OR YODLEE NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY HARMS, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF ALKAMI OR YODLEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (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 SERVICE; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICE; (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 SERVICE.

Indemnification. You agree to protect and fully compensate Alkami and Yodlee and their affiliates from 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 the service, 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. You agree that Yodlee is a third party beneficiary of the above provisions, with all rights to enforce such provisions as if Yodlee were a party to this Agreement.